



To the Honorable Council
City of Norfolk, Virginia

June 24, 2014

From: David Freeman, Director, General Services

Subject: Ordinance approving a lease with Stumpy Lake Golf Course, Inc. for operation of Lambert's Point Golf Course

Reviewed: Sabrina Joy-Hogg
Sabrina Joy-Hogg, Assistant City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones
for Marcus D. Jones, City Manager

Item Number:

PH-5

- I. **Recommendation:** Adopt Ordinance
- II. **Applicant:** Stumpy Lake Golf Course, Inc.
- III. **Description**
This agenda item is to adopt an ordinance to approve a Lease Agreement between the City and Stumpy Lake Golf Course, Inc. for operation of Lambert's Point Golf Course. The new lease agreement shall be for one (1) year commencing July 1, 2014 through June 30, 2015. Either party may terminate the lease upon ninety (90) days prior written notice to lessee.
- IV. **Analysis**
This lease agreement allows Stumpy Lake Golf Course, Inc. to continue operation of Lambert's Point Golf Course.
- V. **Financial Impact**
City to pay lessee operating fees in accordance with terms of Lease in the amount of \$43,570.00 per month or \$522,840.00 annually.
- VI. **Environmental**
N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Department of General Services and the City Attorney's Office.

Supporting Material from the Department of General Services:

- Ordinance
- Lease Agreement

Mr6/6/14

Form CCO-002

Form and Correctness Approval:

By [Signature]
Office of the City Attorney

Contents Approved:

By [Signature]
DEPT.

NORFOLK, VIRGINIA

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 522,840.00 2125-71-300-5307-755

[Signature] Account
Director of Finance 6/19/14
Date

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE WITH STUMPY LAKE GOLF COURSE, INCORPORATED, FOR OPERATION OF LAMBERT'S POINT GOLF COURSE.

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the lease between the City of Norfolk, as Lessor, and Stumpy Lake Golf Course, Incorporated, as Lessee, a copy of which is attached hereto as Exhibit A, by which the City of Norfolk leases to Stumpy Lake Golf Course, Incorporated, for one (1) year certain premises owned by the City of Norfolk and known as Lambert's Point Golf Course, is hereby approved.

Section 2:- That the City Manager is authorized to execute the Lease for and on behalf of the City and to do all things necessary and proper to carry out its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Lease as he may deem advisable in order to carry out the intent of the Council.

Section 4:- That this ordinance shall be in effect from and after 30 days from the date of its adoption.

LEASE

(Lambert's Point Golf Course)

THIS LEASE (this "Lease") is made and entered into as of the 1st day of July, 2014 by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("Lessor") and **STUMPY LAKE GOLF COURSE, INCORPORATED**, a Virginia corporation ("Lessee").

BACKGROUND:

A. Lessor and Lessee are parties to that certain Agreement, dated April 19, 2004, as amended (the "Prior Agreement") wherein Lessee leased and agreed to operate the property known as Lambert's Point Golf Course (the "Premises") along with Lake Wright Golf Course from Lessor upon the terms and conditions set forth therein. A copy of the Prior Agreement is attached hereto as Exhibit "A".

B. Lessor and Lessee desire to enter into a new lease agreement for the Premises upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. Term. Lessor and Lessee agree that the term of this Lease shall be for one (1) year, commencing as of July 1, 2014 and ending as of June 30, 2015 (the "Term"); provided, however, either party shall have the right to terminate this Lease upon ninety (90) days prior written notice to the other party.

2. Base Rent. During the Term, Lessor agrees to pay to the Lessee the following amounts as consideration for Lessee's obligation to operate the Premises in accordance with the terms herewith:

FY-15 Full Operation	\$43,570.00 per month	\$522,840.00 annually
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3. Prior Agreement. Except as otherwise set forth herein and except as applicable to Lake Wright Golf Course, the terms and conditions of the Prior Agreement shall be the terms and conditions of this Lease and shall be binding upon the parties hereto as if expressly set forth herein.

4. Captions. The captions and paragraph headings contained in this Lease are for convenience of reference only and shall not be used in construing or enforcing any of the provisions of this Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

LESSOR:
CITY OF NORFOLK,
a municipal corporation of the Commonwealth of
Virginia

By: _____
Name: Marcus D. Jones
Title: City Manager

Attest:

City Clerk

Approved as to content:

Director, Department of General Services

Approved as to form and correctness:

Assistant City Attorney

LESSEE:
STUMPY LAKE GOLF COURSE,
INCORPORATED
a Virginia corporation

By: _____(SEAL)
Mervin Troyer
President

CERTIFICATE OF FUNDING

I hereby certify that the money required for the obligations of the City of Norfolk under this Lease is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

	Lamberts Point Golf Course
Account:	2125-71-300-5307-755
Amount:	\$522,840.00
Vendor:	STUMPY0100
Contract No.:	CT-44-13029-FY15

Director of Finance

Date

This Agreement entered into this 19th day of April, 2004, by and between the **CITY OF NORFOLK**, a municipal corporation of the State of Virginia, hereinafter called "City" and **STUMPY LAKE GOLF COURSE, INC.**, with its address at 504 Woodard Ford Road, Chesapeake, Virginia, 23322, hereinafter called "Contractor."

WHEREAS, the City desires to provide quality golfing services at the Lake Wright Golf Course and Driving Range (LWGC) and the Lambert's Point Golf Course and Driving Range (LPGC);

NOW, THEREFORE, for and in consideration of the mutual promises of the parties, they hereby agree as follows:

1. **SCOPE OF SERVICES.** The City grants to the Contractor and the Contractor accepts the exclusive right and privilege to operate and provide professional golf services, driving range, food concessions services and grounds maintenance ("professional golf services") at and for the City's Lake Wright Golf Course and Lambert's Point Golf Course as detailed in the City Request for Proposal No. 1957, dated December 10, 2003 and Addendums 1-5 thereto (Exhibit A) and the Contractors Proposal, dated January 26, 2004 (Exhibit B), copies of which are attached hereto and incorporated by reference. The parties agree that the provision of services by the Contractor, the obligations of the parties, the allocation of revenues and the provisions for payment and methods thereof shall be as detailed in the terms and conditions set forth in this Agreement and its attachments. To the extent of a conflict between the Exhibits and this Agreement, this Agreement shall govern.

The parties agree that all services provided pursuant to this Agreement will be completed under the supervision of and to the satisfaction of the Director of the City's Department of Facilities and Enterprise Management (the "Director"). The parties further agree that if they desire modification of the services provided pursuant to this Agreement, the Agreement may be amended in writing signed by the City Manager or her designee and the authorized agent for the Contractor.

2. **TERM.** For LPGC, this Agreement shall be in effect from April 1, 2004 through June 30, 2005 ("initial term") and for LWGC, this Agreement shall be in effect from July 1, 2004 through June 30, 2005 ("initial term") and then may be renewed for up to nine (9) additional one (1) year periods, through June 30, 2014, unless sooner terminated pursuant to paragraph 14 of this Agreement, subject to appropriation of funds necessary for the City's obligations for such additional years.

3. **CONTRACTOR'S REVENUES/PAYMENTS BY CITY.** The parties agree that Contractor shall receive and retain revenues for pull carts, food and beverages purchased, merchandise and golf lessons at LWGC and LPGC.

LPGC

For the period from April 1, 2004 through June 30, 2005 and subject to annual budget appropriations by the City of funds necessary for the City's obligations under this Agreement for the following services requested in writing by the City to be provided by the Contractor, the City agrees to pay the Contractor:

Construction supervision	\$12,000 per month
"Grow-in" Maintenance	
June, July and August, 2004	\$15,000 per month
September, 2004 to June, 2005	\$34,800 per month
Driving range operation	\$4,500 per month or as prorated for a partial month
Golf Course operation	\$40,000 per month or as prorated for a partial month

For renewal periods, if any, beginning July 1, 2005, the City agrees to pay the Contractor the following amounts for gold course operation:

FY-06 Full operation	\$41,665 per month	\$499,980 annually
FY-07 Full operation	\$42,290 per month	\$507,480 annually
FY-08 Full operation	\$42,925 per month	\$515,100 annually
FY-09 Full operation	\$43,570 per month	\$522,840 annually
FY-10 Full operation	\$44,200 per month	\$530,400 annually
FY-11 Full operation	\$44,900 per month	\$538,800 annually
FY-12 Full operation	\$45,560 per month	\$546,720 annually
FY-13 Full operation	\$46,240 per month	\$554,880 annually
FY-14 Full operation	\$46,925 per month	\$563,100 annually

Contractor agrees to provide twenty (20) electric golf carts as included in the above-noted fees.

LWGC

Subject to annual budget appropriations by the City of funds necessary for the City's obligations under this Agreement, the City agrees to pay the Contractor the following amounts for golf course operation:

FY-05	\$58,625 per month	\$703,500 annually
FY-06	\$59,500 per month	\$714,000 annually
FY-07	\$60,400 per month	\$724,800 annually
FY-08	\$61,300 per month	\$735,600 annually
FY-09	\$62,220 per month	\$746,640 annually

FY-10	\$63,150 per month	\$757,800 annually
FY-11	\$64,100 per month	\$769,200 annually
FY-12	\$65,065 per month	\$780,780 annually
FY-13	\$66,040 per month	\$792,480 annually
FY-14	\$67,030 per month	\$804,360 annually

Contractor agrees to provide seventy-five (75) electric carts as included in the above-noted fees.

4. **FINANCIAL RECORDS.** For the duration of the Agreement, the Contractor shall keep full and complete records of all financial transactions related to the operation of the facilities and submit reports in the form and frequency determined by the City.

The City shall at all times have the right to examine books, papers and records of the Contractor relative to the operations of the facilities. The Contractor shall keep all books and records pertaining to the operations of the facilities in an office within the City of Norfolk.

5. **GOLF ASSOCIATIONS AND ORGANIZATIONS.** Contractor acknowledges that the City has sole authority to establish greens fees, cart charges and driving range charges and that the City may open or restrict play as it desires. The City and Contractor agree that no golf association nor golf organization of any nature whatsoever can exist or will be recognized as existing in regard to the courses which association or organization in any way restricts or attempts to restrict any privileges for use and enjoyment of the courses by any members of the general public.

6. **OBSERVATION.** City's duly authorized agents shall have the right to observe Contractor's operation at the golf courses at any reasonable times and as often as City deems necessary as long as the observations are accomplished without interference with golf course operations.

7. **EQUIPMENT.** All equipment, utensils, material, supplies, personal property ("equipment") necessary to provide services pursuant to this Agreement shall be obtained and supplied by Contractor, except as specified in Exhibits attached hereto and except as otherwise agreed in writing by the parties. Any portable equipment shall remain the property of Contractor at the expiration or termination of this Agreement and shall be removed by Contractor at such time. The installation of any non-portable equipment at the premises shall first be approved in writing by the Director and Contractor. Such writing(s) shall address the disposition of the non-portable equipment upon the expiration or termination of this Agreement or any extensions thereof. The City agrees to maintain such installed equipment in good working order by following standard maintenance procedures.

8. **INSURANCE.** During the term of the Agreement and any renewal(s) thereof, the Contractor, at its own cost and expense, shall take out and keep in full force and effect commercial general liability insurance with a company authorized to do business in the State of Virginia, and acceptable to the City insuring the Contractor and the City and the officers, employees, agents and representatives of both the Contractor and the City, in the amount of at

least Two million dollars (\$2,000,000) per occurrence and in the aggregate against any and all liability arising pursuant to this Agreement.

In addition, during the term of the Agreement and any renewal(s) thereof, the Contractor, at its own cost and expense, shall take out and keep in full force and effect fire and extended coverage insurance to the satisfaction of the City with a company authorized to do business in Virginia and acceptable to the City insuring the full replacement costs of the property and all buildings, structures and appurtenances and contents located on the properties in the event of damage or destruction.

Certificates and policy endorsements evidencing the coverage required by the Agreement shall be provided by Contractor to the City upon execution of this Agreement and upon the commencement of any renewal terms of this Agreement. In addition, the certificate and policy endorsements shall carry the following provision:

The policies evidenced in this certificate/policy endorsement are not to be cancelled nor subject to reduction of coverage prior to thirty (30) days after the City has received written notice by mail to Director of Facility and Enterprise Management, City Hall Room 306, 810 Union Street, Norfolk, Virginia 23510, as evidenced by return receipt of registered letter.

Contractor, by entering into this Agreement and any renewal(s) thereof agrees to defend, indemnify, save and hold harmless the City, its officers, employees, agents and representatives from and against any and all claims, suits, damages and liability relating to Contractors operations of or service in regard to the properties under this Agreement and against any and all claims, suits, damages and liability of any nature for bodily injury to or death of any person or property damage occasioned by the intentional acts or negligent acts of the Contractor in connection with the operation of the golf course or occasioned by the condition of the golf course. The City reserves the right to have reasonable approval over any defense, including attorneys, selected by Contractor. In the event the City does not approve such defense, the City will be entitled to provide its own defense, the cost of which, including attorney's fees, paralegal and other related expenses, would be included under the indemnification of the Agreement if and only if no defense is provided by an insurance carrier and any recovery against the City exceeds any insurance coverage. The parties agree that the obligations of the Contractor pursuant to these provisions shall survive the expiration or termination of this Agreement for acts occurring during the term(s) hereof.

9. **AIRPORT/AIRSPACE ACCESS.** The City reserves to itself, the Norfolk Port Authority and users of the Norfolk International Airport, the air rights and right of flight over said property at LWGC. The Contractor shall not permit any building or other structure nor any tree or other vegetation to exist or remain on the property that will impair or reduce air access to the Norfolk International airport.

10. **PERMITS, LICENSES AND TAXES.** Contractor shall obtain and keep in full force and effect, at its expense, all necessary permits and licenses and shall remit all taxes which it is obligate to pay to the proper authority and shall comply with all applicable laws,

ordinance and regulations in regard to the services and operations which are the subject of this Agreement. The City shall direct Contractor as to how taxes collected on revenues flowing to the City shall be handled. City agrees that it is solely responsible for all real estate taxes on the properties and all personal property taxes on items or equipment provide by the City and equipment attached to any building on any and all other taxes or fees imposed by any governmental entity on revenues or profits flossing to the City.

11. **PROPERTY; RESPONSIBILITY.** The Contractor accepts the property "as is" and except as otherwise provided herein assumes all risks incidental to its use and condition. The City agrees that repairs and maintenance of all buildings and equipment attached hereto is its responsibility except as may arise from damage caused by the Contractor, his employees or agents. The parties agree to negotiate in good faith regarding the share of expense, if any, each shall bear should major course irrigation repairs or other capital improvements become necessary.

The City represents that to the best of its knowledge there is not currently and in the past there has not been any: (i) use, treatment, storage or disposal of any hazardous substance or material (as defined in 42 U.S.C. 9601(14) (1982) and 40 C.F.R. 302.4(1986) or pollutant on the subject property; (ii) any spill, leakage, discharge or release of any hazardous substance or material or pollutant thereon or therefrom.

The City acknowledges that nothing contained in this Agreement is intended to impose liability on Contractor with respect to events occurring or conditions existing prior to Contractor's operation on the property in connection with any environmental law or any use, treatment, storage or disposal of any hazardous substances or pollutant or any spill, leakage, discharge or release of any hazardous substance or pollutant.

Contractor agrees that it will not cause or permit the unsafe use or storage of hazardous substances on the premises during the term of this Agreement or any extensions thereof and further agrees that all such use and storage shall be in compliance with applicable laws and regulations..

The City warrants that it is not aware of any latent defects to the property, including without limitation, the existence of any hazardous wastes or toxins or unsafe or unsanitary conditions of which the City has not advised Contractor.

12. **UTILITIES.** The City will provide, free of charge, all electricity, water, natural gas, and security for the operations and maintenance hereunder including any storm water fees assessed. The City will provide, free of charge excepting long distance phone calls, a single line telephone to the pro shop with the Contractor being obliged to provide for any other telephone services for its operation.

13. **ASSIGNMENTS.** Contractor shall not assign this Agreement or any part thereof without first obtaining the written permission of the City. Any violation of any provision of this Agreement by any assignee of Contractor shall be deemed a violation of such provision

by Contractor, it being the agreement of the parties hereto that Contractor shall assume and be liable to the City for any and all assignees.

14. **TERMINATION.** Upon the material breach by or failure of Contractor to comply with any of the terms or conditions of this Agreement, City shall have the right to terminate this Agreement upon giving to Contractor ten (10) days' notice in writing of its intention to do so provided that no termination shall be effective under this paragraph unless the City shall have first provided to Contractor a detailed statement of his breaches and/or failures and provided to Contractor a thirty (30) day period to correct such breaches or failures to the satisfaction of the Director before the ten (10) day notice is provided.

15. **LOCK-OUT PROVISION.** The parties hereto expressly understand and agree that in the event that this Agreement shall be terminated pursuant to paragraph 13, the City shall have the right to lock Contractor out of the premises and to claim and attach any or all of the Contractor's equipment, utensils, personal property or other items of any nature whatsoever to satisfy any monies due to be remitted by Contractor to City or owed by the Contractor to others who claim by or through the City.

16. **INDEPENDENT CONTRACTOR.** The parties agree that the Contractor, his employees, agents and representatives are independent Contractors and shall not be considered to be employees, agents or representatives of the City for any purpose whatsoever.

17. **NOTICE.** Notice by Contractor shall be given to City at the office of the Director of Facilities and Enterprise Management, City Hall Building, room 306, 810 Union Street, Norfolk, Virginia 23510. Notice by City shall be given to Contractor at 504 Woodard Ford Road, Chesapeake, VA 23322.

18. **CONFLICT OF INTEREST ACT.** Contractor, on behalf of the officers and employees of Contractor's organization, as well as any persons who could be affected by Chapter 22, title 2.1 of the Code of Virginia, Section 2.1-347, et seq., known as the Virginia Conflict of Interest Act, hereby certified by executing this Agreement that it has diligently inquired of those persons set forth above whether any such person is within the purview of the Virginia Conflict of Interests Act and further certifies that as a result of said inquiry all requirements of Virginia conflict of Interest Act have been complied with by Contractor and such persons. The City warrants that it is not aware of any such conflict of interest on behalf of itself, Contractor or Contractor's organization.

19. **ETHICS IN PUBLIC CONTRACTING.** Contractor hereby certifies that he has familiarized himself with Title 11, Chapter 7, Article 4 (11-72 through 11-80) of the Code of Virginia, 1950, as amended, including the additional statutes set forth in 11-72 thereof, and further, that all amounts received by Contractor, pursuant to this Agreement, are proper and in accordance therewith.

20. **AMENDMENT.** The parties agree that any amendment(s) to this Agreement shall be in writing.

WITNESS the following signatures:

CITY OF NORFOLK

By: 

City Manager

ATTEST:


City Clerk


STUMPY LAKE GOLF COURSE, INC.

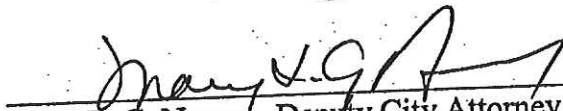
By: 

Mervin R. Troyer, President

Contents Approved:


Facility & Enterprise Management

Form & Correctness Approved: 


Mary L. G. Nexsen, Deputy City Attorney

CERTIFICATION OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account No. CP 71401 5520

Amount \$ 27,000.00

Contract # 9379

Vendor Code: STUMPY 6144

Business License #: _____


Director of Finance

Date 4/16/04

Cyhelut B

Stumpy Lake Golf Course



4797 EAST INDIAN RIVER ROAD - VIRGINIA BEACH, VA. 23456 - TELEPHONE: (757) 467-6119

January 26, 2004

Purchasing Agent
Room 607 City Hall Building
810 Union Street
Norfolk, VA 23510

Dear Sirs:

In response to your RFP No. 1957, we submit the attached proposal. To operate Lake Wright Golf Course and Lambert's Point Golf Course at the high standard the City is asking, we feel we have submitted a fair price.

I strongly recommend Tom Steele as Construction Manager. Although Tom is a little higher priced than others, I believe his knowledge of and experience in golf course construction and grow-in in the Tidewater area is invaluable. We have contacted other persons who are capable of doing the job. I have a written proposal and resume from Phill Hunt, President of TFG Golf Services which I would be happy to provide to the City if you so desire.

I will personally be very involved at Lambert's Point. Tom has assured me that, weather permitting, construction should be complete by the fall of 2004. It will be my job to hold him to that.

I have several ideas for Lambert's Point which I did not address in my proposal. In addition to the promotions we would provide, I believe the City may wish to have an advertising agency create a logo for Lambert's Point and perhaps a brochure to be used by the Tourism Office. We saw a beautiful brochure promoting Norfolk when we were on a cruise ship that docked here. Inclusion in that media would be good.

Thank you for the opportunity to present our Proposal.

Respectfully,

A handwritten signature in dark ink, appearing to read "Mervin R. Troyer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mervin R. Troyer, President
Stumpy Lake Golf Course, Inc.

PROPOSAL

FOR

Management Services for Professional Golf Services, Food Concession, Driving Range and Grounds Maintenance Lake Wright and Lambert's Point Golf Facilities

Definitions: City refers to the City of Norfolk, a municipal corporation of the State of VA
Contractor is Stumpy Lake Golf Course, Inc., 504 Woodard's Ford Road, Chesapeake, VA. Mervin Troyer is President and contact person.
LWGC is Lake Wright Golf Facility at 6282 Northampton Blvd., Norfolk, VA
LPGC is Lambert's Point Golf Facility at Powhatan Road, Norfolk, VA
The Courses refers to both LWGC and LPGC

In response to the City of Norfolk Request for Proposals No. 1957 dated December 10, 2003, we make the following proposal:

I. QUALIFICATIONS

Whereas the City is seeking a qualified professional management firm in the golf industry to provide services for LWGC and LPGC, we offer these personal and professional qualifications for Mervin R. Troyer.

Management Experience

Troyer currently owns or operates the following golf properties:

1. Stumpy Lake Golf Course, 4797 E. Indian River Road, Virginia Beach - owned by the City of Virginia Beach and operated by Troyer under a lease agreement. Troyer has been the lessee of Stumpy Lake since October 1, 1977.
2. Lake Wright Golf Course, 6282 Northampton Blvd., Norfolk - owned by the City of Norfolk and operated by Troyer under a management contract. Troyer has been the manager of Lake Wright since June 1, 1996. Under Troyer's supervision, the 2003 capital improvements at Lake Wright were completed under budget..
3. Cypress Point Country Club, 5340 Club Head Road, Virginia Beach - Troyer purchased this property October 1, 1992 and is currently 100% owner.
4. Hampton Roads Golf Clubs LC - Troyer is a 50% owner in this corporation and has responsibility for daily operations of (a) Honeybee Golf Club, (b) Chesapeake Golf Club, and (c) Owl's Creek Golf Club. Owl's Creek Golf Club is an executive course with heated, lighted driving range. He has been a partner in this venture since May 15, 2001.

Troyer is a Class A superintendent and member of the Golf Course Superintendents Association of America, Old Dominion Golf Course Superintendents, Tidewater Turfgrass Association, and Golf Course Owners of America Association.

Tom Steele has agreed to work for Troyer as the Project Manager to oversee the development and construction of the facility and the grow-in period. His resume is included with this proposal. His employment will be contractual.

Danny Agapion, Class A PGA Professional, will provide the PGA of America professional services. His resume is included with this proposal. He is currently a full-time, permanent employee of Troyer. He specializes in staff training and in promoting the game of golf.

Mike Fentress, Class A PGA Professional, will provide on-site management at Lambert's Point. His resume is included with this proposal. He is currently working for Troyer as a consultant. We are excited to have Fentress aboard with this project. His extensive contacts in the community will be an asset to Lambert's Point. We believe we have put together a unique team with Agapion and Fentress to market LPGC to the surrounding established neighborhoods as well as the revitalized Ghent and nearby areas of the West Side of Norfolk.

Financial Qualifications

Troyer serves on the Board of Directors of TowneBank in Chesapeake, VA.

A personal financial statement (Exhibit I) is included as a part of this proposal. We provide this information to assure the City of our financial capability. We invoke the Code of the City of Norfolk, Virginia, Section 33.1-9 and ask that this financial statement not be given to others under the Virginia Freedom of Information Act.

Community Relations

Cypress Point Country Club is the current home for the Old Dominion University Men's and Women's Golf Team. Troyer is a strong supporter and sponsor of ODU's athletic programs and holds season tickets to the Men's and Women's Basketball program as well as the Baseball program.

Troyer hosts the annual Tidewater Junior Golf Tournament at Cypress Point Country Club. All of the golf courses under his management offer summer clinics for juniors. The Junior Golf Camp at Lake Wright was held July 28-August 1 in 2003. The Stumpy Lake Men's Golf Association (of which Troyer is a member) gives two \$1,000 golf scholarship annually to deserving students.

The Tidewater Amateur Tournament has been sponsored by Troyer annually since 1978. This tournament is a VSGA sanctioned event and was ranked one of the top five amateur tournaments in Virginia in 2003.

References

Bidder provides the following financial/ experience references:

- 1) Buddy Copeland (Chesapeake President, TowneBank), 1312 Greenbrier Parkway, Chesapeake, VA 23320. Phone 548-7200
- 2) Bob Aston, President & CEO, Towne Bank, P. O. Box 7188, Portsmouth, VA 23707

MRT

- 3) Chad Waterworth, Sales Representative, Peebles Golf Car Sales, Inc. (Club Car).
8615 Telegraph Road, Glen Allen, VA 23060. Phone 804-262-0778
- 4) Dave Melton, Sales Representative, Smith Turf and Irrigation Co., 2109 Loumour Ave.,
Richmond, VA 23230. Phone 800-752-7931
- 5) Golf Course Superintendents of America Associates, P.O. Box 419263, Kansas
City, MO 64193. Phone 800-472-7878
- 6) G.L. Cornell Co., P.O. Box 7995, Gaithersburg, MD 20898. Phone 301-948-2000
- 7) Sam Meekins, Attorney, One Columbus Center, Virginia Beach, VA 23464
Phone 497-6633

II. LEGAL and ACCOUNTING REQUIREMENTS

Stumpy Lake Golf Course, Inc. certifies that it is the sole offeror of this proposal and that Mervin Troyer is the person with authority to contractually bind the offeror, and that he can be contacted at:
504 Woodard's Ford Road, Chesapeake, VA 23322
Home Phone 482-7626, Cell Phone 646-1098, or at any of his golf courses listed above.
Fax: 546-9641 or 467-9122
email: troyer@cox.net , or nina_troyer@yahoo.com

Stumpy Lake Golf Course, Inc. further certifies that all persons, companies, or parties interested in the contract as principals are named herein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud.

Record keeping for the Contractor will be done in accordance with accepted accounting principles, and records will be available to the City on request at 6282 Northampton Blvd, Norfolk. It is the intent of the Contractor to employ as many Norfolk residents as practical.

Contractor agrees to abide by all applicable Federal, State, and local laws, municipal ordinances, rules and regulations. Contractor agrees to apply for any licenses and permits necessary to carry out the terms of this proposal.

Contractor on behalf of the City will collect income for green fees, driving range and electric carts to be deposited on a regular basis, with an acceptable accounting of the same included. Recommended forms of payment are cash, personal checks, Visa, MasterCard, and American Express. Recognizing the accelerating trend of consumers to use credit card and ATM machines, Contractor is willing to work with the City on an acceptable accounting method for these forms of payment. Contractor will engage Ogden Check Approval Service and will adhere to their recommended policies for all personal checks.

All other income will be property of Contractor. Appropriate taxes for all categories of income will be collected and remitted (1) to the City with their portion of income and (2) to the appropriate taxing authority for Contractor's portion of income.

III. ANTI-COLLUSION

See Attachment D

IV. ETHICS IN PUBLIC CONTRACTING

Contractor certifies that he has read and agrees to abide by the provisions of Attachment E.

V. NONDISCRIMINATION

Contractor is committed to equal opportunity in every aspect of employment. This includes not only recruiting and hiring but also promotions, transfers, benefits, compensation and recreational programs. There will be no discrimination or harassment against an employee or applicant on the grounds of race, colour, religion, sex, age, disability, national origin, or any other factor considered unlawful by applicable laws and regulations.

Attachment F is incorporated into this contract and Contractor agrees to abide by the provisions therein.

VI. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT

A majority of the stock of Stumpy Lake Golf Course, Inc. is held by Nina M. Troyer. She is the Treasurer of the corporation and as such is actively involved in the business on a daily basis. As Director of Human Resources she is committed to nondiscrimination and equal opportunity employment. She will be actively involved with LPGC and LWGC.

VII. INSURANCE

Contractor agrees to furnish insurance as required in Section V. **INSURANCE AND INDEMNIFICATION** (2-10) of RFP 1957, including all Addendums.

Contractor agrees to indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against the City or its representatives by reason of any act or omission of the Contractor, its agents or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Contractor will furnish to the City two (2) copies of a certificate of insurance evidencing policies required in Section V. **INSURANCE AND INDEMNIFICATION** as stated above. Such certificate

shall specifically indicate that the Commercial General Liability Insurance includes all extensions of coverage required in Paragraph 4, Subparagraph b. above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City. The certificates of insurance shall show this contract number.

VIII. CITY WILL PROVIDE

City will provide all electricity, water, natural gas, security system in buildings, and telephone service necessary for Golf Course maintenance, including any stormwater fees assessed. City will be responsible for all real estate taxes for the Golf Courses, and for any personal property taxes on the equipment which is a part of any structure as detailed on Attachment A.

IX. CONTRACTOR'S FINANCIAL CAPABILITY

Contractor certifies that he has the financial resources to maintain the Golf Courses at his own expense for equipment, supplies and chemicals needed, expecting the payments to Contractor by City under the Agreement will be monthly.

X. ADVERTISING AND PROMOTION

Advertising and marketing of the Golf Courses will be through creation of web sites, emailings, newspaper ads, flyers, and other appropriate media to promote play by local patrons as well as tourists. Contractor has recently created a website for LWGC at golfhamptonroads.net/lakewright. A printout of the information on this website is attached for your information. This is a brand-new web page and we are working to enhance the site. Contractor will register LWGC and LPGC with the Convention and Visitor Development golf package program. Youth programs acceptable to the City will be implemented at the Golf Courses.

XI. OPERATION OF GOLF SHOP

Contractor will operate the golf shop in a first-class manner to facilitate the playing of the game of golf at LWGC and LPGC. Attractively displayed merchandise in the golf shops will include high quality, competitively-priced golf clubs, golf clothing, balls, gloves and other soft goods. Hours of operation will be daylight to dark generally, weather permitting. Contractor highly recommends lighting of the entire golf course and will work closely with the City to establish appropriate hours of operation. In addition to the additional revenue to the City, lighting of the golf course would give LPGC the prestige of being the only golf course in the area available for play at night.

Contractor will employ the following:

Class A PGA Professional	To staff, train, and motivate other employees To promote the game of golf and the Golf Courses in particular To organize tournaments for men, juniors and ladies To teach the game of golf
Staff professionals	To operate the golf shop and driving range, collect green fees & cart fees, answer the phone, sell merchandise To spread hospitality & good will among players To teach the game of golf
Starters	To assure the orderly flow of play & keep a record thereof To be certain all play is paid or authorized
Marshals	To assure the proper pace of play on the course, using diplomacy, discretion, and firmness To interpret & enforce the rules & etiquette of golf
Cart/Bag Attendant	To keep carts clean and available To assure daily washing & charging of carts To assist golfers To maintain an orderly bag storage facility To pick up range balls, wash & re-stock balls

XII. FOOD CONCESSION OPERATION

Contractor proposes to operate the food concession at the Golf Courses in a professional manner, employing a certified Food Service Manager at each location. The food concession will operate on a schedule compatible with the hours of operation for the Golf Courses (not including extended hours for the driving ranges). No food concession will begin at LPGA until the golf course opens for play. Contractor reserves the right to install some snack and beverage machines at the driving range. Contractor will establish the menu based on consumer demand. It is expected that the beginning menu will be typical snack bar fare, including, but not limited to, hamburgers, hot dogs, french fries, cold sandwiches, soups in season, snacks, and beverages. Contractor will obtain the appropriate licenses including an ABC license for the sale of beer.

XIII. DRIVING RANGES

Lambert's Point Driving Range

The driving range should be completed prior to the course being completed. A staff will be put in place to start promoting the facility through an aggressive teaching program, demo days, and incentive programs to attract players to the facility. The driving range will have its own maintenance program

which will involve weekly mowing, daily range ball retrieving, daily range ball cleaning, and proper rotation of range mats and hitting areas. In the event the clubhouse is not completed at the time the driving range is ready for play, the City will provide a temporary structure for the collection of range fees and the dispensing, washing and storing of range balls. Hours of operation will be 8 AM - dark until the golf course is open for play; thereafter, the range will open at the same time as the golf shop and will close at a time specified by the Director.

Lake Wright Driving Range

The driving range will be operated on the same schedule as the golf course. Should the City be willing to repair or replace the lights on the range, Contractor will be willing to operate the range after the golf course closes, until an hour agreed upon by the City and the Contractor. Qualified teachers will be available to teach and promote the game of golf. Contractor will limit some areas of the range to use of irons to prevent range balls from going onto the adjoining roadways. City will provide high quality range balls. Contractor will pick up the balls daily to prevent theft and will keep the balls clean.

XIV. GROUNDS MAINTENANCE

Contractor will retain a Class A superintendent to hire and supervise the necessary maintenance staff. Equipment needed for daily/weekly maintenance will be purchased by Contractor and will remain at the Golf Courses during the term of the Agreement and any extensions thereof. Contractor currently owns state-of-the-art equipment which he uses to maintain Stumpy Lake, Cypress Point and Hampton Roads Golf Clubs. He reserves the right to use this equipment for special applications at LWGC and LPGC.

Contractor agrees to oversee the safe and hazard-free operation of machinery and equipment as well as the use and storage of supplies and materials.

Chemical, maintenance and equipment schedules are attached for the Golf Courses (Attachment H). Protection of the proprietary information contained in these schedules is hereby invoked under the Code of the City of Norfolk, Virginia, Section 33.1-9.

Lambert's Point

Lambert's Point Construction

During the construction of the course Contractor will retain a qualified and experienced person in the management of golf course and driving range construction to work with the City and ensure that a high quality and caliber of construction is obtained. The qualified person will have experience in golf course construction and grow-in. The person will assist with all aspects of construction management and with review of final bid specifications, review of bids for construction, and execution and management of construction on behalf of the City of Norfolk and under the direction of the Director of Facility & Enterprises Management.

At the end of construction, the City will deliver to the Contractor a golf course ready for grow-in, with all areas seeded, sodded, or sprigged as called for in the Construction Contract. To ensure successful growth of new turf a full staff will be employed. Equipment and supplies will be furnished by the Contractor; schedules are attached.

XV. ELECTRIC CARTS

Contractor will provide and maintain 75 electric golf carts for LWGC and 20 electric golf carts for LPGC for rental by golfers. The City will retain all revenue received from these rentals as provided in Section II. above.

Addendum/Attachments which are a part of this contract:

Attachment A - Equipment for Snack Bar, Driving Range and Pro Shop

Attachment B - Contract

Attachment C - Price Sheets

Attachment D - Anti-Collusion Statement

Attachment E - Ethics in Public Contracting

Attachment F - Nondiscrimination

Attachment G - Organizational Chart, Management Philosophy

Attachment H - (Schedule of Maintenance, Chemical Application and Equipment)

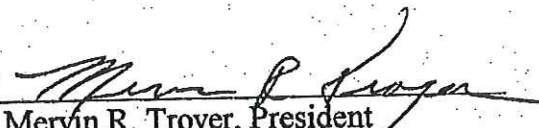
Mervin R. Troyer is the person authorized to contractually bind the Contractor. He is also the person to contact with interim questions, with notification of the bid award, and with requests for remedying problem situations following Agreement award.

This proposal is presented fair and in good faith and is firm for the one-hundred twenty (120) days immediately following January 26, 2004.

Dated this 26th day of January, 2004 at Chesapeake, Virginia.

STUMPY LAKE GOLF COURSE, INC.

BY


Mervin R. Troyer, President


MRT

EQUIPMENT FOR SNACK BAR, DRIVING RANGE AND PRO SHOP

It is the intention of the City of Norfolk to provide the following equipment for the subject operations. Any additional equipment will be provided by successful proposer.

Driving Range

- Golf ball washer and dispenser
- Golf balls
- Mats and dividers
- Targets for range
- Ball picker and cart

Snack Bar

- Cooker and hood
- Freezer and refrigerator
- Sinks as required by City Code
- Tables and chairs

Pro Shop

- Counter

Successful proposer will provide cash registers, supplies, fountain drink dispenser, food stuffs, merchandise for resale, rental clubs, pull carts.

The City of Norfolk will consider recommendations of the successful proposer as to other equipment purchases by the City and will at its sole discretion add to the above list.

Sheet No. A-402 of the Kitchen Plan contains a list of "custom" fixtures. The Contractor suggests that all of this equipment should be purchased by the City during the construction and fitting process to obtain the best fit and compatibility with the other permanent fixtures.

ATTACHMENT B

This Agreement entered into this _____ day of _____, 2004, by and between the City of Norfolk, a municipal corporation of the State of Virginia, hereinafter called "City" and Stumpy Lake Golf Course, Inc., with its address at 504 Woodard's Ford Road, Chesapeake, VA 23322, hereinafter called "Contractor".

WHEREAS the City desires to provide quality golfing services at the Lake Wright Golf Course and Driving Range (LWGC) and at the Lambert's Point Golf Course and Driving Range (LPGC);

NOW THEREFORE, for and in consideration of the mutual promises of the parties, they hereby agree as follows:

1. SCOPE OF SERVICES. The City grants to the Contractor and the Contractor accepts the exclusive right and privilege to operate and provide professional golf services, driving range, food concession services and grounds maintenance ("professional golf services") at and for the City's Lake Wright Golf Course and Lambert's Point Golf Course as detailed in the City Request for Proposals No. 1957 dated December 10, 2003 (Exhibit A) and the Contractor's Proposal dated January 26, 2004 (Exhibit B), copies of which are attached hereto and incorporated by reference. The parties agree that the provision of services by the Contractor, the obligations of the parties, the allocation of revenues and the provisions for payment and methods thereof shall be as detailed in the terms and conditions set forth in this Agreement and its attachments. To the extent of a conflict between the exhibits and this Agreement, this Agreement shall govern.

The parties agree that all services provided pursuant to this Agreement will be completed under the supervision of and to the satisfaction of the Director of the City's Department of Facilities and Enterprise Management (the "Director"). The parties further agree that if they desire modification of the services provided pursuant to this Agreement, the Agreement may be amended in writing signed by the City Manager or his/her designee and the authorized agent for the Contractor.

2. TERM. This Agreement shall be in effect from _____, 2004 through June 30, 2005 ("initial term") and then for four (4) additional one (1) year periods, through June 30, 2004, unless sooner terminated pursuant to paragraph 14 of this Agreement. The City has the exclusive option to extend the Agreement for up to five (5) additional consecutive one (1) year terms pursuant to the terms and conditions set forth herein by notifying the Contractor in writing.

3. PAYMENTS BY CITY. City agrees to pay Contractor _____ Dollars (\$_____) for providing the services as described herein for the period from _____, 2004, through June 30, 2005. Payments for extension terms, if any, will be as set forth in Attachment C attached hereto. Payments will be made to the Contractor in equal monthly amounts due within ten (10) days after the close of a month. These payments shall be in addition to the Contractor's revenues recognized under Section III, A. (b) of the RFP 1957, attached hereto.

MRT

In recognition that the LPGC will be constructed during the initial term and services to it are unique and delivered as appropriate to implementation, the parties agree that the payments will be as set forth below for each of the parts of the services contemplated, and once LPGC is fully open for play, then it and LWGC will thereafter follow set monthly fees for total operations as set forth herein:

LPGC

Construction management services for the LPGC will be paid in equal monthly payments for each full month of services provided from the point of notice to proceed issued by the City until such time as the golf course construction is essentially complete as determined by the City Manager. The amount to be paid is Thirteen Thousand Dollars per month (\$13,000.00);

Contractor's services during maturation grow-in of the LPGC will be paid in equal monthly payments for each full month of services provided from the point of notice to proceed issued by the City until such time as the City Manager determines the golf course will be open for play. The amount to be paid is Thirty-Four Thousand Eight Hundred Dollars per month (\$34,800.00);

Driving range operation at LPGC will be paid in equal monthly payments for each full month of services provided from the point of notice to proceed issued by the City until such time as the City Manager determines the golf course will open for play. The amount to be paid is Four Thousand Five Hundred Dollars per month (\$4,500.00);

When the City deems the LPGC is sufficiently ready to open and if any portion of the initial term of this Agreement remains, then the following monthly fee will apply to the balance of the initial term in equal monthly allocations. The amount to be paid is Forty-Eight Thousand Six Hundred Thirty-Three Dollars per month (\$48,633.00).

LWGC

The annual fee for LWGC to be paid in equal monthly payments under the terms and conditions of this Agreement is Six Hundred Seventy-Eight Thousand Dollars (\$678,000.00).

Should the City's revenue for any fiscal year not reach \$1,000,000, Contractor will deduct 25 cents (\$0.25) from his annual fee for every dollar (\$1.00) that the revenue is under \$1,000,000. If the revenue exceeds \$1,000,000 in any fiscal year, the City will pay to the Contractor 25 cents (\$0.25) for every dollar (\$1.00) the City's revenue exceeds \$1,000,000.

ELECTRIC CARTS

The monthly fee for the provision of electric carts by the Contractor to the City at each of the courses will be Sixty-Five Dollars (\$65.00) per cart per month. This fee is included in the annual fees shown above. At LWGC the Contractor will provide 75 electric carts and at LPGC the Contractor will provide 20 electric carts, unless the number of carts is amended in writing by the parties. The Contractor will be responsible for all maintenance, repair, and servicing of the electric carts and will ensure that all carts are ready for utilization daily at the courses.

4. FINANCIAL RECORDS. For the duration of the contract, the Contractor shall keep full and complete records of all financial transactions related to the operation of the facilities and submit reports in the form and frequency determined by the City.

The City shall at all times have the right to examine books, papers, and records of the Contractor relative to the operations of the facilities. The Contractor shall keep all books and records pertaining to the operations of the facilities at the facilities or in an office within the City of Norfolk.

5. GOLF ASSOCIATIONS AND ORGANIZATIONS. Contractor acknowledges that the City has sole authority to establish greens fees, cart charges and driving range charges and that the City may open or restrict play as it desires. The City and Contractor agree that no golf association nor golf organization of any nature whatsoever can exist or will be recognized as existing in regard to the courses which association or organization in any way restricts or attempts to restrict any privileges for use and enjoyment of the courses by any members of the general public.

6. OBSERVATION. City's duly authorized agents shall have the right to observe Contractor's operation at the golf courses at any reasonable times and as often as City deems necessary as long as the observations are accomplished without interference with golf course operations.

7. EQUIPMENT. All equipment, utensils, material, supplies, personal property ("equipment") necessary to provide services pursuant to this Agreement shall be obtained and supplied by Contractor, except as specified in Attachment A attached hereto and except as otherwise agreed in writing by the parties. Any portable equipment shall remain the property of Contractor at the expiration or termination of this Agreement and shall be removed by Contractor at such time. The installation of any non-portable equipment at the premises shall first be approved in writing by the Director and Contractor. Such writing(s) shall address the disposition of the non-portable equipment upon the expiration or termination of this Agreement or any extensions thereof. The City agrees to maintain such installed equipment in good working order by following standard maintenance procedures.

8. INSURANCE. During the term of the Agreement and any extension(s) thereof the Contractor, at its own cost and expense, shall take out and keep in full force and effect commercial general liability insurance with a company authorized to do business in the State of Virginia, and acceptable to the City, insuring the Contractor and the City and the officers, employees, agents and

representatives of both the Contractor and the City, in the amount of at least Two Million Dollars (\$2,000,000) per occurrence and in the aggregate against any and all liability arising pursuant to this Agreement.

In addition, during the term of the Agreement and any extension(s) thereof, the Contractor, at its own cost and expense, shall take out and keep in full force and effect fire and extended coverage insurance to the satisfaction of the City with a company authorized to do business in the State of Virginia and acceptable to the City insuring the full replacement costs of the property and all buildings, structures and appurtenances and contents located on the properties in the event of damage or destruction.

Certificates and policy endorsements evidencing the coverage required by the Agreement shall be provided by Contractor to the City upon execution of this Agreement and upon the commencement of any extension terms of this Agreement. In addition, the certificate and policy endorsements shall carry the following provision:

The policies evidenced in this certificate/policy endorsement are not to be cancelled nor subject to reduction of coverage prior to thirty (30) days after the City has received written notice by mail to Director of Facility and Enterprise Management, City Hall Room 306, 810 Union Street, Norfolk, Virginia 23510, as evidenced by return receipt of certified letter.

Contractor, by entering into this Agreement and any extension(s) thereof agrees to defend, indemnify, save and hold harmless the City, its officers, employees, agents and representatives from and against any and all claims, suits, damages and liability relating to Contractor's operations of or service in regard to the properties under this Agreement and against any and all claims, suits, damages and liability of any nature for bodily injury to or death of any person or property damage occasioned by the intentional acts or negligent acts of the Contractor in connection with the operation of the golf courses or occasioned by the condition of the golf courses. The City reserves the right to have reasonable approval over any defense, including attorneys, selected by the Contractor. In the event the City does not approve such defense, the City will be entitled to provide its own defense, the cost of which, including attorney's fees, paralegal and other related expenses, would be included under the indemnification of the Agreement if any only if no defense is provided by an insurance carrier and any recovery against the City exceeds any insurance coverage. The parties agree that the obligations of the Contractor pursuant to these provisions shall survive the expiration or termination of this Agreement for acts occurring during the term(s) hereof.

9. AIRPORT/AIRSPACE ACCESS. The City reserves to itself, the Norfolk Port Authority and users of the Norfolk International Airport, the air rights and right of flight over said property at LWGC. The Contractor shall not permit any building or other structure nor any tree or other vegetation to exist or remain on the property that will impair or reduce air access to the Norfolk International Airport.

10. PERMITS, LICENSES AND TAXES. Contractor shall obtain and keep in full force and effect, at its expense, all necessary permits and licenses and shall remit all taxes which it is obligate to pay to the proper authority and shall comply with all applicable laws, ordinance and regulations in

regard to the services and operations which are the subject of this Agreement. The City shall direct Contractor as to how taxes collected on revenues flowing to the City shall be handled. The City agrees that it is solely responsible for all real estate taxes on the properties and all personal property taxes on items or equipment provided by the City and equipment attached to any building, and all other taxes or fees imposed by any governmental entity on revenues or profits flowing to the City.

11. PROPERTY; RESPONSIBILITY. The Contractor accepts the property "as is" and except as otherwise provided herein assumes all risks incidental to its use and condition. The City agrees that repairs and maintenance of all buildings and equipment attached hereto is its responsibility except as may arise from damage caused by the Contractor, his employees or agents. The parties agree to negotiate in good faith regarding the share of expense, if any, each shall bear should major course irrigation repairs or other capital improvements become necessary.

The City represents that to the best of its knowledge there is not currently and in the past there has not been any: (1) use, treatment, storage or disposal of any hazardous substance or material (as defined in 42 U.S.C. 9601(14) (1982) and 40 C.F.R. 302.4 (1986) or pollutant on the subject property; (2) any spill, leakage, discharge or release of any hazardous substance or material or pollutant thereon or therefrom.

The City acknowledges that nothing contained in this Agreement is intended to impose liability on Contractor with respect to events occurring or conditions existing prior to Contractor's operation on the property in connection with any environmental law or any use, treatment, storage or disposal of any hazardous substances or pollutant or any spill, leakage, discharge or release of any hazardous substance or pollutant.

Contractor represents that it will not cause or permit the unsafe storage of any hazardous substances on the premises during the term of this Agreement or any extension(s) thereof.

The City warrants that it is not aware of any latent defects to the property, including without limitation, the existence of any hazardous wastes or toxins or unsafe or unsanitary conditions of which the City has not advised Contractor. The City acknowledges that fuels, herbicides and pesticides may be stored from time to time, but it is expected they will be stored according to DEQ regulations.

12. UTILITIES. The City will provide, free of charge, all electricity, water, natural gas, and a security system for the buildings, for the operation and maintenance hereunder including any storm water fees assessed. The City will provide, free of charge excepting long distance phone calls, a single line telephone to the pro shop with the Contractor being obliged to provide for any other telephone services for its operation.

13. ASSIGNMENTS. Contractor shall not assign this Agreement or any part thereof without first obtaining the written permission of the City. Any violation of any provision of this Agreement by any assignee of Contractor shall be deemed a violation of such provision by Contractor, it being the agreement of the parties hereto that Contractor shall assume and be liable to the City for any and all assignees.

14. TERMINATION. Upon the material breach by or failure of Contractor to comply with any of the terms or conditions of this Agreement, City shall have the right to terminate this Agreement upon giving to Contractor ten (10) days notice in writing of its intention to do so provided that no termination shall be effective under this paragraph unless the City shall have first provided to Contractor a detailed statement of his breaches and/or failures and provided to Contractor a thirty (30) day period to correct such breaches or failures to the satisfaction of the Director before the ten (10) day notice is provided.

15. LOCK-OUT PROVISION. The parties hereto expressly understand and agree that in the event that this Agreement shall be terminated pursuant to paragraph 14, the City shall have the right to lock Contractor out of the premises and to claim and attach any or all of the Contractor's equipment, utensils, personal property or other items of any nature whatsoever to satisfy any monies due to be remitted by Contractor to City or owed by the Contractor to others who claim by or through the City.

16. INDEPENDENT CONTRACTOR. The parties agree that the Contractor, his employees, agents and representatives are independent Contractors and shall not be considered to be employees, agents, or representative of the City for any purpose whatsoever.

17. NOTICE. Notice by Contractor shall be given to City at the office of the Director of Facilities and Enterprise Management, City Hall Building, Room 306, 810 Union Street, Norfolk, Virginia 23510. Notice by City shall be given to Contractor at 504 Woodard's Ford Road, Chesapeake, Virginia 23322.

18. CONFLICT OF INTERESTS ACT. Contractor, on behalf of the officers and employees of Contractor's organization, as well as any persons who could be affected by Chapter 22, title 2.1 of the Code of Virginia, Section 2.1-347, et seq., known as the Virginia Conflict of Interest Act, hereby certified by executing this Agreement that it has diligently inquired of those persons set forth above whether any such person is within the purview of the Virginia Conflict of Interests Act and further certifies that as a result of said inquiry all requirements of Virginia Conflict of Interest Act have been complied with by Contractor and such persons. The City warrants that it is not aware of any such conflict of interest on behalf of itself, Contractor or Contractor's organization.

19. ETHICS IN PUBLIC CONTRACTING. Contractor hereby certifies that he has familiarized himself with Title 11, Chapter 7, Article 4 (11-72 through 11-80) of the Code of Virginia, 1950, as amended, including the additional statutes set forth in 11-72 thereof, and further, that all amounts received by Contractor, pursuant to this Agreement, are proper and in accordance therewith.

20. AMENDMENT. The parties agree that any amendment(s) to this Agreement shall be in writing.

WITNESS the following signatures:

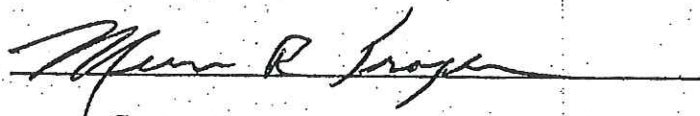
CITY OF NORFOLK

By: _____

City Manager

ATTEST:

City Clerk



Contractor

Contents Approved:

Facility & Enterprise Management

Form & Correctness Approved:

Mary L.G. Nexsen, Deputy City Attorney

CERTIFICATION OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account No. _____

Amount \$ _____

Contract # _____

Vendor Code: _____

Business License # _____

Director of Finance

Date

Price Sheet for Lambert's Point Golf Course and Driving Range

- a. Monthly fee for providing management services related to construction oversight on behalf of the City for the Lambert's Point Golf Course and Driving Range.

\$13,000.00 per month for each full month of construction services, not to exceed a total of \$75,000.00.

- b. Monthly fee for providing quality turf maintenance for the maturation of grasses from the time they are turned over to the City by the construction contractor until the course opens for play.

\$34,800.00 per month for each full month of maturation of turf services.

- c. Monthly fee for providing services related to the operation of the driving range. If the driving range opens prior to the golf course opening the monthly fee for the provision of services at the driving range.

\$4,500.00 per month for each full month that the driving range is open but prior to the opening of the entire complex.

- d. Monthly fee for the balance of any contract year for the operations and electric carts of the entire complex.

\$48,633.00 per month for each full month of the contract term until the renewal for the next annual term.

- e. Annual fee for the operations and electric carts for the entire complex and the annual fee each succeeding year of the initial five one-year terms of the initial agreement.

\$583,600.00	Second one-year term
\$592,400.00	Third one-year term
\$601,300.00	Fourth one-year term
\$610,300.00	Fifth one-year term
\$619,500.00	Sixth one-year term
\$628,800.00	Seventh one-year term
\$638,200.00	Eighth one-year term
\$647,800.00	Ninth one-year term
\$657,500.00	Tenth one-year term

Price Sheet for Lake Wright Golf Course and Driving Range

Annual fee for providing all operations and electric cart services for the Lake Wright Golf Course and Driving Range.

\$678,500.00	First one-year term
\$688,700.00	Second one-year term
\$699,000.00	Third one-year term
\$709,500.00	Fourth one-year term
\$720,100.00	Fifth one-year term
\$730,900.00	Sixth one-year term
\$741,900.00	Seventh one-year term
\$753,000.00	Eighth one-year term
\$764,300.00	Ninth one-year term
\$775,800.00	Tenth one-year term

ANTI-COLLUSION STATEMENT

TO ALL OFFERORS:**EXECUTE AND SUBMIT WITH YOUR PROPOSAL**

In the preparation and submission of this proposal, said Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.18, and the Conspiracy to Rig Bids to Government, Virginia Code Sections 59.1—68.6 through 59.1—68.8.

The undersigned Offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by the City has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Respectfully submitted,

BY:

Alan Droy
Stumpy Lake Golf Course Inc.
COMPANY

504 Woodard's Ford Rd.

Chesapeake, VA 23322
BUSINESS ADDRESS

1/23/04
DATE

ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. Purpose (Virginia Code §11-72).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-639.1 to Sec. 2.1-639.24], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §11-74) (ord. No. 34,573 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls and interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §11-75).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §11-76).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless

the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

Sec. 33.1-90. Gifts by bidders, offerors, contractors or subcontractors (Virginia Code §11-77).

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction, any payment, loan, subscription, advance, and deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §11-78).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §11-79).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §11-80).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Sec. 33.1-94-100. Reserved.

ATTACHMENT F

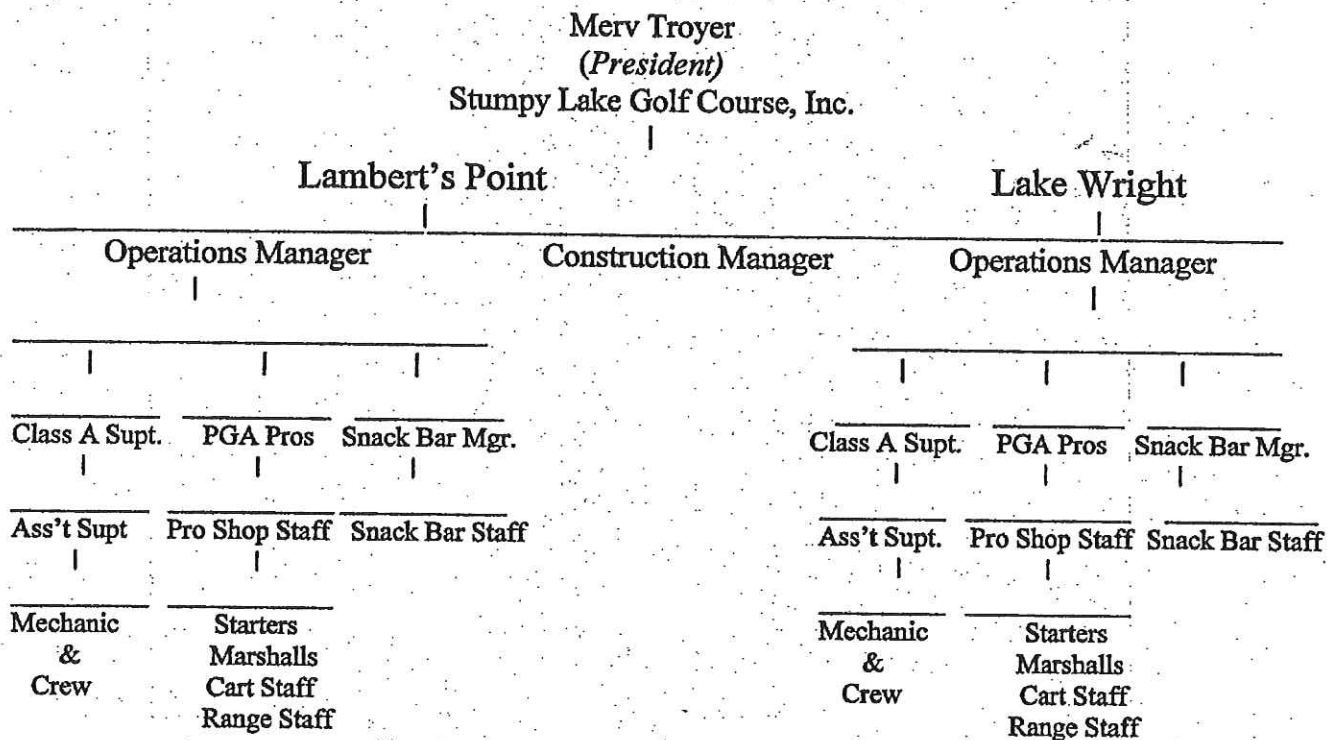
NONDISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §11-51).

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Organizational Chart



Equipment Schedule Lambert's Point Golf Course

Basic start-up equipment needs:

Toro 3150 greensmower for greens
Toro 3150 greensmower for tees
Toro 5400 fairway mower
Toro Groundsmaster 325D for roughs
Kubota tractor with front end loader
Jacobson 22" walking greensmower (2)
Toro 4000 Sandpro for bunkers
Toro 216 reel mower for cutting hills in roughs, tee banks, greenbanks
Toro Workman utility vehicle
E260 Workhorse utility vehicle (2)
Set of verticut reels
Toro 160 gal. Multipro sprayer
Gandy 36" drop spreader
Lely spreader
Lesco push spreader
Air compressor
Stihl backpack blower
Agremetal PTO-driven fairway blower
Shindaiwa 230 weedeater (2)

Equipment Schedule Lake Wright Golf Course

Large Equipment

Toro Greensmaster 300 (2)
Jacobson Greensking IV (2)
Jacobson walking greensmower (2)
Toro Groundsmaster 325P
Jacobson LF128 (2)
Jacobson 5111
Toro 7-gang mower
Toro 5-gang mower
Toro Woods mower
John Deere 1050 tractor
Ford 3910 tractor
Ford 3600 tractor
John Deere bunker rake
John Deere spray rig
Turfco top dresser
John Deere roto tiller
Jacobson hydrojet
Olathe blower
Cushman truckster
Cushman truckster Jr
Range cart - Club car gas-powered
Range cart for backup - Melex electric
Club Car golf cart - gas
Melex golf cart (5)
Beverage cart

Small Equipment

Walking blower (2)
Weedeater (2)
Hedge clippers
Chain saw
Pressure washer
Walking rotary mower (2)
Air compressor
Welder
Drill press
Battery charger

Fertilizer Program - Greens

Lambert's Point

Year:

0

Superintendent:

1

[illegible]

Fertilizer Program - Greens

Course:

Lambert's Point

Year:

C

Superintendent:

0

[illegible]

Proposer - Stumpy Lake Golf Course, Inc.

Fertilizer Program - Greens

Course:

Lambert's Point

Year:

0

Superintendent:

0

Month	Week	Supplier	Product	Analysis	Lb N/M	Lb P/M	Lb K/M	Quantity	Unit	Unit Cost	Total Cost
Oct	1		Lebanon Country Club	10-18-18	0.4	0.72	0.72	5	bags		\$ -
	3		Lebanon Country Club	10-18-18	0.4	0.72	0.72	5	bags		\$ -
	4		Pelletized Gypsum					12	bags		\$ -
	2		Champion (Sol. Fert)	20-20-20	0.15	0.15	0.15	2	bags		\$ -
	4		Champion (Sol. Fert)	20-20-20	0.15	0.15	0.15	2	bags		\$ -
											\$ -
											\$ -
											\$ -
Nov	1		Lebanon Country Club	18-3-18	0.54	0.09	0.54	4	bags		\$ -
	3		Lebanon Country Club	18-3-18	0.54	0.09	0.54	4	bags		\$ -
	4		ProMag 36					10	bags		\$ -
	2		Champion (Sol. Fert)	20-20-20	0.15	0.15	0.15	2	bags		\$ -
	4		Champion (Sol. Fert)	20-20-20	0.15	0.15	0.15	2	bags		\$ -
											\$ -
											\$ -
											\$ -
Dec	1		Par Ex w/ IBDU	21-3-16	0.63	0.09	0.48	4	bags		\$ -
	3		Par Ex w/ IBDU	21-0-22	0.63	0	0.66	4	bags		\$ -
	2		Champion (Sol. Fert)	20-20-20	0.15	0.15	0.15	2	bags		\$ -
	4		Champion (Sol. Fert)	20-20-20	0.15	0.15	0.15	2	bags		\$ -
											\$ -
											\$ -
											\$ -
											\$ -
Total NPK Applied					9.45	5.29	10.05	Total Cost (Greens)			\$ -

Proposer - Stumpy Lake Golf Course, Inc.

Fertilizer Program - Tees

Course:

Lambert's Point

Year:

0

Superintendent:

0

Month	Week	Supplier	Product	Analysis	Lb N/M	Lb P/M	Lb K/M	Quantity	Unit	Unit Cost	Total Cost
Jan											\$ -
Feb	1		Dolomitic lime					1.5	tons		\$ -
Mar	1		Ronstar preemergent	5-5-20	0.175	0.175	0.7	6	bags		\$ -
Apr	1		Ammonium Sulfate	21-0-0	0.84	0	0	7	bags		\$ -
May	1		Ronstar preemergent	20-4-10	0.7	0.14	0.35	6	bags		\$ -
	3		Ammonium Sulfate	21-0-0	0.63	0	0	6	bags		\$ -
June	1		Lebanon Country Club	27-3-5	1.08	0.12	0.2	7	bags		\$ -
July	1		Lebanon Country Club	18-3-18	0.72	0.12	0.72	7	bags		\$ -
	3		Ammonium Sulfate	21-0-0	0.63	0	0	6	bags		\$ -
Aug	1		Green Charger	30-4-10	1.2	0.16	0.4	7	bags		\$ -
Sept	1		Green Charger	5-10-30	0.2	0.4	1.2	7	bags		\$ -
Oct	1		Lebanon Country Club	13-25-12	0.52	1	0.48	7	bags		\$ -
Nov											\$ -
Dec											\$ -
Total NPK Applied					6.695	2.115	4.05	Total Cost Tees			\$ -

Proposer - Stumpy Lake Golf Course, Inc.

Fertilizer Program - Fairways

Course:

Lambert's Point

Year:

0

Superintendent:

0

Month	Week	Supplier	Product	Analysis	Lb N/M	Lb P/M	Lb K/M	Quantity	Unit	Unit Cost	Total Cost
Jan											\$ -
Feb	1		Dolomitic lime					20 tons			\$ -
Mar	1		Ronstar preemergent	5-5-20	0.175	0.175	0.7	60 bags			\$ -
Apr	1		Ammonium Sulfate	21-0-0	0.84	0	0	70 bags			\$ -
May	1		Ronstar preemergent	20-4-10	0.7	0.14	0.35	60 bags			\$ -
June	1		Lebanon Country Club	27-3-5	1.08	0.12	0.2	70 bags			\$ -
July	1		Lebanon Country Club	18-3-18	0.72	0.12	0.72	70 bags			\$ -
	3		Ammonium Sulfate	21-0-0	0.63	0	0	53 bags			\$ -
Aug	1		Lebanon Country Club	13-25-12	0.52	1	0.48	70 bags			\$ -
	3		Green Charger	5-10-30	0.2	0.4	1.2	70 bags			\$ -
Sept	1		Barricade Preemergent	5-5-20	.23	0.23	0.9	80 bags			\$ -
Oct											\$ -
Nov											\$ -
Dec											\$ -
Total NPK Applied					4.865	2.185	4.55	Total Cost Fairways			\$ -

Proposer - Stumpy Lake Golf Course, Inc.

Fertilizer Program - Roughs

Course:

Lambert's Point

Year:

0

Superintendent:

0

Month	Week	Supplier	Product	Analysis	Lb N/M	Lb P/M	Lb K/M	Quantity	Unit	Unit Cost	Total Cost
Jan											\$ -
Feb	1		Dolomitic Lime					45	ton		\$ -
Mar	1		Ronstar preemergent	5-5-20	0.175	0.175	0.7	135	bags		\$ -
Apr											\$ -
May	1		Ronstar preemergent	20-4-10	0.7	0.14	0.35	135	bags		\$ -
June											\$ -
July											\$ -
Aug	1		Lebanon Country Club	13-25-12	0.52	1	0.48	157	bags		\$ -
	3		Green Charger	5-10-30	0.2	0.4	1.2	157	bags		\$ -
Sept	1		Barricade Preemergent	5-5-20	.23	0.23	0.9	180	bags		\$ -
Oct	1		Lebanon Pro	36-3-6	1.08	0.09	0.18	118	bags		\$ -
Nov											\$ -
Dec											\$ -
Total NPK Applied					2.675	2.035	3.81	Total Cost Roughs			\$ -

Superintendent:

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Superintendent:

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[illegible]

Herbicide Program

Course:

Lambert's Point

Year:

0

Superintendent:

0

[illegible]

Fungicide Program

Course:

Lambert's Point

Year:

C

Superintendent:

0

[illegible]

Fungicide Program

Course:

Superintendent:

Lambert's Point

0

Year:

0

[illegible]

0

[illegible]

Proposed Contractor: Stumpy Lake Golf Course
 GOLF Course: Lambert's Point
 Year: 2005

CULTURAL PLANS

MONTH	WEEK	ACTIVITY	SITE	COMMENTS
January				
February				
March				
April	1	Aerify and topdress	Greens	Use John Deere Aerifier w/ 3/8" coring tines
May	2	Light topdressing	Greens	
June	1	Aerify	Greens	Use John Deere Aerifier w/ 1/4" coring tines
	1	Light topdressing	Greens	
July	1	Aerify	Greens	Use John Deere Aerifier w/ 1/4" coring tines
August	1	Aerify	Greens	Use John Deere Aerifier w/ 1/4" coring tines
September	1	Aerify and topdress	Greens	Use John Deere Aerifier w/ 3/8" coring tines
October	1	Overseed	tees	Use certified perennial rye blend at a rate of 15 pounds per 1000 sq. ft.
November				
December				

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

GREENS FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
Jan.	1	Turf & Garden	Ferromec				
Feb.	1	Turf & Garden	Lime				
	1	Turf & Garden	Ferromec				
Mar.	2	Turf & Garden	Lebanon Country Club	10-18-18	0.5	0.9	0.9
	4	Turf & Garden	Lebanon Country Club	10-18-18	0.5	0.9	0.9
	3	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
April	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	3	Floratine	Astron	Biostimulant			
	3	Floratine	Knife	Biostimulant			
	3	Floratine	Renaissance	Biostimulant			
	3	Floratine	FG20	0-0-20			
May	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			
June	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

GREENS FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
July	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			
	1&3	Floratine	Calphlex	Soil ammendment			
	1&3	Floratine	Maxiplex	Soil ammendment			
	1&3	Floratine	Perk Up	Biostimulant			
August	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			
	1&3	Floratine	Calphlex	Soil ammendment			
	1&3	Floratine	Maxiplex	Soil ammendment			
	1&3	Floratine	Perk Up	Biostimulant			
September	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	2	Turf & Garden	Lebanon Country Club	10-18-18	0.5	0.9	0.9
	4	Turf & Garden	Lebanon Country Club	16-4-8	0.64	0.16	0.32
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			
	1&3	Floratine					

Year: 2005

GREENS FERTILIZATION

[illegible]

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

TEES FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
January							
February							
March	4	Turf & Garden	Lebanon Pro	19-3-5 w/ Barricade	0.85	0.14	0.2
April	2	Turf & Garden	Ammonium Sulfate	21-0-0	1	0	0
May	2	Turf & Garden	Ammonium Sulfate	21-0-0	1	0	0
June	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
July	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
August	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
	4	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
September	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
October	1	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
	3	Turf & Garden	Green Charger	13-25-12	0.48	1	0.52
November							
December							
			TOTALS		7.33	2.42	4.32

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

FAIRWAY FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
January							
February							
March	4	Turf & Garden	Lebanon Pro	19-3-5 w/ Barricade	0.85	0.14	0.2
April							
May	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
June	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
July	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
August	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
September	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
October	1	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
November							
December							
			TOTALS		5.55	1.14	2.9

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

ROUGH FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
January							
Feburary							
March	4	Turf & Garden	Lebanon Pro	19-3-5 w/ Barricade	0.85	0.14	0.2
April							
May	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
June	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
July	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
August	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
September	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
October	1	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
November							
December							
			TOTALS		5.55	1.14	2.9

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

FUNGICIDE APPLICATIONS

MONTH	WEEK	SUPPLIER	PRODUCT	ACTIVE INGREDIENT	TARGET PEST	RATE
January						
February						
March	1	Turf & Garden	Chipco 26GT	Iprodione	Dollar spot, fusarium	8 oz/m
April	1	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
May	1	Turf & Garden	Bayleton	Triadimefon	Dollar spot	1 oz/m
	3	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	4	Turf & Garden	Chipco 26GT	Iprodione	Brown patch	4 oz/m
	4	Herod Seeds	Cascade	Wetting agent	Localized dry spots	8 oz/m
June	1	Herod Seeds	Cascade	Wetting agent	Localized dry spots	8 oz/m
	1	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Dollar spot, Br. patch	6 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	3	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	3	Turf & Garden	Subdue Maxx	Metalaxyl	Pythium	1 oz/m

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

FUNGICIDE APPLICATIONS

MONTH	WEEK	SUPPLIER	PRODUCT	ACTIVE INGREDIENT	TARGET PEST	RATE
July	1	Turf & Garden	Chipco 26GT	Iprodione	Brown patch	4 oz/m
	1	Turf & Garden	Bayleton	Triadimefon	Dollar spot	1 oz/m
	1	Turf & Garden	Banol	Propamocarb	Pythium	1.5 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	3	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	3	Turf & Garden	Subdue Maxx	Metalaxyl	Pythium	1 oz/m
August						
	1	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m
	1	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	1	Turf & Garden	Fore	Mancozeb	Pythium	8 oz/m
	1	Turf & Garden	Aliette Signature	Fosetyl-tris	Pythium	4 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	3	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	3	Turf & Garden	Subdue Maxx	Metalaxyl	Pythium	1 oz/m
September	1	Turf & Garden	Bayleton	Triadimefon	Dollar spot	1 oz/m
	3	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m

Proposed Contractor: Stumpy Lake Golf Course
Golf Course: Lambert's Point
Year: 2005

FUNGICIDE APPLICATIONS

[illegible]

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

HERBICIDE APPLICATIONS

MONTH	WEEK	SUPPLIER	PRODUCT	ACTIVE INGREDIENT	TARGET PEST	RATE
January	1	Turf & Garden	Roundup Pro	Glphosate	Winter weeds	1 qt./a
	1	Turf & Garden	Simazine 4L	Simazine	Poa annua	1 qt./a
Feburary						
March						
April	1	Turf & Garden	Trimec	2,4-D	Broadleaf weeds	4 pts./a
				dicamba and mecoprop		
May	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
June	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
	2	Turf & Garden	Manage	Halosulfuron	Nutsedge	11/3 oz/a
July	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
August	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
September						
October	2	Turf & Garden	Simazine 4L	Simazine	Poa annua	1 qt./a
November						
December						

Proposed Contractor: Stumpy Lake Golf Course
 Glof Course: Lake Wright
 Year: 2004

CULTURAL PLANS

MONTH	WEEK	ACTIVITY	SITE	COMMENTS
January				
February				
March	2	Aerify	Fairways	1/2" coring tines using Ryan renovaire
	3	Thatch and blow	Fairways	Lely thatcher
April	2	Aerify and topdress	Greens	Use John Deere Aerifier w/ 3/8" coring tines
	3	Vertical mow	Greens	Toro vertical mowers
May	2	Aerify	Tees and collars	1/2" coring tines using Toro aerifiers
June	1	Aerify	Greens	Use John Deere Aerifier w/ 1/4" coring tines
	2	Aerify	Fairways	1/2" coring tines using Ryan renovaire
July	1	Aerify	Greens	Use John Deere Aerifier w/ 1/4" coring tines
	3	Vertical mow	Tees	Toro vertical mowers
August	1	Aerify	Greens	Use John Deere Aerifier w/ 1/4" coring tines
September	1	Aerify and topdress	Greens	Use John Deere Aerifier w/ 3/8" coring tines
October	1	Overseed	tees	Use certified perennial rye blend at a rate of 15 pounds per 1000 sq. ft.
November				
December				

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

GREENS FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
Jan.	1	Turf & Garden	Ferromec				
Feb.	1	Turf & Garden	Lime				
	1	Turf & Garden	Ferromec				
Mar.	2	Turf & Garden	Lebanon Country Club	10-18-18	0.5	0.9	0.9
	4	Turf & Garden	Lebanon Country Club	10-18-18	0.5	0.9	0.9
	3	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
April	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	3	Floratine	Astron	Biostimulant			
	3	Floratine	Knife	Biostimulant			
	3	Floratine	Renaissance	Biostimulant			
	3	Floratine	FG20	0-0-20			
May	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
June	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

GREENS FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
July	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			
	1&3	Floratine	Calphlex	Soil ammendment			
	1&3	Floratine	Maxiplex	Soil ammendment			
	1&3	Floratine	Perk Up	Biostimulant			
August	2	Turf & Garden	Harmony	6-2-12	0.24	0.08	0.48
	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			
	1&3	Floratine	Calphlex	Soil ammendment			
	1&3	Floratine	Maxiplex	Soil ammendment			
	1&3	Floratine	Perk Up	Biostimulant			
September	1	Turf & Garden	Lebanon Country Club	28-7-14	0.25	0.06	0.12
	2	Turf & Garden	Lebanon Country Club	10-18-18	0.5	0.9	0.9
	4	Turf & Garden	Lebanon Country Club	16-4-8	0.64	0.16	0.32
	1&3	Floratine	Astron	Biostimulant			
	1&3	Floratine	Knife	Biostimulant			
	1&3	Floratine	Renaissance	Biostimulant			
	1&3	Floratine	FG20	0-0-20			

Proposed Contractor: Stumpy Lake Golf Course
Golf Course: Lake Wright
Year: 2004

GREENS FERTILIZATION

[illegible]

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

TEES FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
January							
February							
March	4	Turf & Garden	Lebanon Pro	19-3-5 w/ Barricade	0.85	0.14	0.2
April	2	Turf & Garden	Ammonium Sulfate	21-0-0	1	0	0
May	2	Turf & Garden	Ammonium Sulfate	21-0-0	1	0	0
June	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
July	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
August	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
	4	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
September	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
October	1	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
	3	Turf & Garden	Green Charger	13-25-12	0.48	1	0.52
November							
December							
			TOTALS		7.33	2.42	4.32

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

FAIRWAY FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
January							
February							
March	4	Turf & Garden	Lebanon Pro	19-3-5 w/ Barricade	0.85	0.14	0.2
April							
May	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
June	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
July	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
August	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
September	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
October	1	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
November							
December							
			TOTALS		5.55	1.14	2.9

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

ROUGH FERTILIZATION

MONTH	WEEK	SUPPLIER	PRODUCT	Analysis	lbs. N/M	lbs. P/M	lbs. K/M
January							
February							
March	4	Turf & Garden	Lebanon Pro	19-3-5 w/ Barricade	0.85	0.14	0.2
April							
May	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
June	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
July	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
August	1	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
September	2	Turf & Garden	Green Charger	30-4-10	0.9	0.12	0.3
October	1	Turf & Garden	Green Charger	5-10-30	0.2	0.4	1.2
November							
December							
			TOTALS		5.55	1.14	2.9

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

FUNGICIDE APPLICATIONS

MONTH	WEEK	SUPPLIER	PRODUCT	ACTIVE INGREDIENT	TARGET PEST	RATE
January						
February						
March	1	Turf & Garden	Chipco 26GT	Iprodione	Dollar spot, fusarium	8 oz/m
April	1	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
May	1	Turf & Garden	Bayleton	Triadimefon	Dollar spot	1 oz/m
	3	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	4	Turf & Garden	Chipco 26GT	Iprodione	Brown patch	4 oz/m
	4	Herod Seeds	Cascade	Wetting agent	Localized dry spots	8 oz/m
June	1	Herod Seeds	Cascade	Wetting agent	Localized dry spots	8 oz/m
	1	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Dollar spot, Br. patch	6 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	3	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	3	Turf & Garden	Subdue Maxx	Metalaxyl	Pythium	1 oz/m

Proposed Contractor: Stumpy Lake Golf Course

Golf Course: Lake Wright

Year: 2004

FUNGICIDE APPLICATIONS

MONTH	WEEK	SUPPLIER	PRODUCT	ACTIVE INGREDIENT	TARGET PEST	RATE
July	1	Turf & Garden	Chipco 26GT	Iprodione	Brown patch	4 oz/m
	1	Turf & Garden	Bayleton	Triadimefon	Dollar spot	1 oz/m
	1	Turf & Garden	Banol	Propamocarb	Pythium	1.5 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	3	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	3	Turf & Garden	Subdue Maxx	Metalaxyl	Pythium	1 oz/m
August	1	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m
	1	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	1	Turf & Garden	Fore	Mancozeb	Pythium	8 oz/m
	1	Turf & Garden	Aliette Signature	Fosetyl-tris	Pythium	4 oz/m
	3	Turf & Garden	Emerald	Boscalid	Dollar spot	.18 oz/m
	3	Turf & Garden	Daconil Weatherstik	Chlorothalonil	Brown patch	6 oz/m
	3	Turf & Garden	Subdue Maxx	Metalaxyl	Pythium	1 oz/m
September	1	Turf & Garden	Bayleton	Triadimefon	Dollar spot	1 oz/m
	3	Turf & Garden	Eagle	Myclobutanil	Dollar spot	0.6 oz/m

Proposed Contractor: Stumpy Lake Golf Course
Golf Course: Lake Wright
Year: 2004

FUNGICIDE APPLICATIONS

[illegible]

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

HERBICIDE APPLICATIONS

MONTH	WEEK	SUPPLIER	PRODUCT	ACTIVE INGREDIENT	TARGET PEST	RATE
January	1	Turf & Garden	Roundup Pro	Glyphosate	Winter weeds	1 qt./a
	1	Turf & Garden	Simazine 4L	Simazine	Poa annua	1 qt./a
February						
March						
April	1	Turf & Garden	Trimec	2,4-D dicamba and mecoprop	Broadleaf weeds	4 pts./a
May	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
June	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
	2	Turf & Garden	Manage	Halosulfuron	Nutsedge	11/3 oz./a
July	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
August	1 & 3	Turf & Garden	Acclaim Extra	Preventative rates	Crabgrass on greens	4 oz./a
September						
October	2	Turf & Garden	Simazine 4L	Simazine	Poa annua	1 qt./a
November						
December						

Proposed Contractor: Stumpy Lake Golf Course
Golf Course: Lambert's Point
Year: 2004

LAMBERT'S POINT GROW IN SCHEDULE

[illegible]

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lambert's Point
 Year: 2005

LAMBERT'S POINT DAILY AND YEARLY MAINTENANCE SCHEDULE

Activity	Frequency
Mowing greens	5x per week
Mowing tees, collars, and approaches	3x per week
Mowing fairways	3x per week
Mowing roughs	5x per week
Mowing green and tee banks	2x per week
Mowing driving range	2x per week
Raking bunkers	3x per week
Daily setup (includes the following: changing cups, teemarkers,,dumping trash, filling water coolers, and divots)	7x per week
Clubhouse grounds (includes the following: mowing, weedeating, weeding landscape beds, blowing the parking lot, edging curbs and sidewalks)	2x per week
Irrigation maintenance	3x per week
Detail work on the course (includes the following: weedeating, weeding landscape beds, edging cartpaths and cleaning around any water hazards)	3x per week
Edging bunkers	5x per year
Greens aerification	5x per year
Fairway and tee aerification	2x per year
Vertical mowing greens	3x per year
Thatching fairways and tees	2x per year
Planting summer and winter annuals	2x per year
Tree maintenance (includes pruning and removal)	1x per year
Greens fertilization	10x per year
Tee, fairway and rough fertilization	5x per year
Fungicide application	every 7 - 10 days from May through June
Mulch landscape beds	2x per year

Proposed Contractor: Stumpy Lake Golf Course
 Golf Course: Lake Wright
 Year: 2004

LAKE WRIGHT DAILY AND YEARLY MAINTENANCE SCHEDULE

Activity	Frequency
Mowing greens	5x per week
Mowing tees, collars, and approaches	3x per week
Mowing fairways	3x per week
Mowing roughs	5x per week
Mowing green and tee banks	2x per week
Mowing driving range	2x per week
Raking bunkers	3x per week
Daily setup (includes the following: changing cups, teemarkers,,dumping trash, filling water coolers, and divots)	7x per week
Clubhouse grounds (includes the following: mowing, weedeating, weeding landscape beds, blowing the parking lot, edging curbs and sidewalks)	2x per week
Irrigation maintenance	3x per week
Detail work on the course (includes the following: weedeating, weeding landscape beds, edging cartpaths and cleaning around any water hazards)	3x per week
Edging bunkers	5x per year
Greens aerification	5x per year
Fairway and tee aerification	2x per year
Vertical mowing greens	3x per year
Thatching fairways and tees	2x per year
Planting summer and winter annuals	2x per year
Tree maintenance (includes pruning and removal)	1x per year
Greens fertilization	10x per year
Tee, fairway and rough fertilization	5x per year
Fungicide application	every 7 - 10 days from May through June
Mulch landscape beds	2x per year



Mike Fentress

J. Michael Fentress

5127 Cypress Point Cir
Virginia beach, VA 23455
(757) 499-2312 home
(757) 409-1626 cell
Fentresspga3@aol.com

Professional Profile

As a Class A PGA member I will utilize my twenty years of experience as a golf professional to develop, plan, and implement all fundamentally sound golf operational practices to run a first class operation.

Professional Experience

1996- October 2003 Cypress Point Country Club Virginia Beach, VA
Lake Wright Golf Club Norfolk, VA

General Manager/ PGA Professional

2- 18 hole golf courses Cypress Point being semi-private and Lake Wright a public course. Each course played 45,000 rounds annually. Responsible for all financial, marketing, daily operations.

- Supervise day to day, long term planning, and coordinate administration office, pro shop, grounds maintenance, clubhouse, restaurant, lounge, pool, snack bar, membership, and marketing operations for both facilities.
- Responsible for implementing inventory controls and fiscal cross checks for entire facilities.
- Purchasing manager for pro shop merchandise, alcoholic beverages, and snack bar inventory.
- Planned, directed, and supervised renovations of clubhouse, new maintenance facility, irrigation system, and pump house.
- Facility leader in recruiting, hiring, and creating operational training programs.
- Organized member golf and social functions, charitable golf outings, and non-member socials. (wedding receptions, rehearsal dinners, retirement parties, etc.)
- Developed successful action plans based on evaluating market trends to increase and maintain revenue.
- Assisted on the acquisition team for the purchase three area golf course.
- Supervised teaching programs for golf, swimming, and tennis.

1994 - 1996 Cypress Point Country Club Virginia Beach, VA

Head PGA Professional

- Supervise day to day operations of pro shop staff, golf cart fleet, starters, marshals, and owned pro shop merchandise.
- Organized member and charitable golf outings.
- Supervised and was lead instructor for golf teaching programs.
- Developed action plans to increase membership and play levels.

1994 - August 1994 Stumpy Lake Golf Club Virginia Beach, VA

Head PGA Professional

- Supervise day to day operations of pro shop staff, golf cart fleet, starters, marshals, and owned pro shop merchandise.
- Organized member and charitable golf outings.
- Supervised and was lead instructor for golf teaching programs.
- Developed action plans to increase membership and play levels.

1991-1994 Cypress Point Country Club Virginia beach, VA

1st Assistant PGA Professional

- Supervise day to day operations of pro shop staff, golf cart fleet, starters, marshals, and owned pro shop merchandise.
- Conducted member and charitable golf outings.
- Lead golf instructor. Organized clinics for women, juniors, and men.

1987-1991 Broad Bay Country Club Virginia Beach, VA

Head PGA Professional

- Supervise day to day operations of pro shop staff, golf cart fleet, starters, marshals, and owned pro shop merchandise.
- Organized member and charitable golf outings.
- Supervised and was lead instructor for golf teaching programs.
- Developed action plans to increase membership and play levels

1984-1987 Kempsville Meadows Virginia Beach, VA

1st Assistant Professional

- Supervise day to day operations of pro shop staff, golf cart fleet, starters, marshals, and owned pro shop merchandise.
- Conducted member and charitable golf outings
- Lead golf instructor. Organized clinics for women, juniors, and men.

Education

1982- 1987	Old Dominion University	Norfolk, VA
	B.S. Bachelor of Science in Education	
1991	PGA School III.	
1987	Elected to membership PGA of America	
1986	PGA School II	
1985	PGA School I	
1985 – 2004	PGA Seminars, VSGA Rules Seminars, GCSAA Seminars, Disney Seminar, Teaching Seminars.	
1996-2004	Certified Food Handler	
1997-2004	Certified Pool Manager	
1978-1982	Kempsville High School	Virginia Beach, VA

Interest

Member of Virginia Beach Parks & Recreation Commission, Member of Hampton Roads Realtors, running, and computers.

References

Available upon request.

MEET THE PROS

**Danny S. Agaplon**

danny@cypresspointcc.hrcocxmail.com

Resume (PDF format)

Class A PGA Professional, Member since 1989

Awards & Recognition:

- 1998 Above and Beyond Award Cobblestone Golf Group
- 2000 Financial Achievement Award ClubCorp of America
- Currently hold back-nine course record of 29 at Lochmere Golf Club
- Seven Holes-In-One, to date
- Finished either 1st or 2nd as a Professional in many CPGA Pro-Ams
- Finished 2nd in Four Collegiate Tournaments while playing for UNCW
- 1980 Player of the Year, Triangle 3A Conference; three time MVP Apex High School

Major Tournaments Awarded and Hosted:

- Awarded 2003 CPGA North Carolina Open at Heritage Golf Club
- Awarded 2003 CPGA Golfweek/Callaway CPGA Pro-Scratch at Heritage Golf Club
- Hosted 2002 CGA Carolinas Pro-Amateur Club Championship at Heritage Golf Club
- Hosted 1999 CPGA North Carolina Open at The Currituck Club
- Hosted 1999 CGA Carolinas Senior Amateur at Nags Head GL & The Currituck Club

Industry-Specific Education:

- 1999 Star University - ClubCorp of America
- 1998 Disney Approach to People Management
- 1995 Disney Approach to Quality Service
- 1993 PGA Teaching Workshop
- 1989 PGA Business School III
- 1989 PGA Business School II
- 1989 USGA Rules Seminar
- 1986 PGA Business School I

Professional Experience:**2001 - 2003**

TFG Golf Services, Inc. Consulting Managing Partner

- Full-Service Golf Course Management Company

2001 - 2002

Director of Golf/Managing Partner of TFG Golf Services, Inc.

Heritage Golf Club; Wake Forest, North Carolina; Semi-Private Golf Club

Ammons Development Group, Owner 2001- present

- Involved and oversaw golf course and clubhouse construction
- Successfully opened and operated Heritage Golf Club; met projections with a \$2,400,000 Gross Income and \$650,000 Net Income in economically challenging year; over 35,000 rounds - Year 1
- Supervised, planned, and coordinated entire golf operation including Membership Sales, Marketing, General & Administrative, Member and Corporate Outings, Golf Instruction, Golf Shop Operations, Merchandising, and Restaurant
- Responsible for staffing all departments; developed policies, procedures, operations systems;

- and created employee manuals
- Heritage Golf Club recognized as the Best New Course In North Carolina for 2003 by North Carolina Magazine

1996 - 2001

Director of Golf/General Manager

Nags Head Golf Links and The Currituck Club - Golf Resorts; Outer Banks of NC;
 Carolinas Golf Group, Owner Nags Head Golf Links 1996 - 1997
 Cobblestone Golf Group, Owner Nags Head Golf Links and leased the Currituck Club 1997
 ClubCorp of America, Owner Nags Head Golf Links and leased The Currituck Club
 1998 - 2001

- Supervised, planned, and coordinated all aspects of golf operations at both Nags Head Golf Links and The Currituck Club
- Managed all aspects of additional amenities at both clubs including restaurants and The Village Beach Club at Nags Head Golf Links
- Supervised operational departments including General & Administration, Membership Sales, Marketing, Merchandising, Golf, Swim & Tennis and Golf Course Maintenance at both Nags Head Golf Links and The Currituck Club.
- Opened The Currituck Club in 1996 and produced a net operating profit of \$1,200,000 in first year; Operating profits grew to \$2,400,000 by 2001
- Grew Nags Head Golf Links net annual income to over \$1,400,000 by 2001
- Played key role in design and overseeing construction of The Currituck Club Clubhouse

1993 - 1996

Director of Golf

Nags Head Golf Links, Outer Banks of North Carolina; Golf Resort Carolinas Golf Group, Owner 1993 - 1996

- Supervised operational departments including General & Administration, Membership Sales, Marketing, Merchandising and Golf Course Maintenance
- Managed all aspects of additional amenities such as The Village Beach Club and Links Grille
- Increased Net Operation Annual Income at Nags Head Golf Links to over \$1,000,000

1990 - 1993

Head Golf Professional

Nags Head Golf Links, Outer Banks of North Carolina; Golf Resort
 Ammons Development Group, Owner 1990 - 1993

- Managed the Golf Operations
- Increased Annual Rounds from 15,000 to 31,000
- More than quadrupled Net Operating Income from \$110,000 to \$450,000

1987 - 1990

Head Golf Professional

Wildwood Green Golf Club; Raleigh, North Carolina; Semi-Private
 Roger Watson, Owner 1987 - 1990

- Oversaw opening of Wildwood Green Golf Club and Clubhouse
- Performed traditional Head Golf Professional duties

1984 - 1987

Assistant Golf Professional

Lochmere Golf Club; Cary, North Carolina; Semi-Private
 Eaglemere Group, Owner 1984 - 1987

- PGA Apprenticeship Program and performed traditional Asst Golf Professional duties
- Worked on golf course construction and grow-in (summer 1984)

Thomas J. Steele

9100 River Crescent
Suffolk, Virginia 23433
757.238.9606
757.692.3844

Thomas J. Steele is a highly respected golf course designer/builder and professionally trained landscape architect working within the greater Tidewater area for the past 30 years. He is a graduate of Michigan State University receiving a B. S. degree in Landscape Architecture. As a design/build specialist his responsibilities include municipal/county rezoning or conditional use permit acquisition, environmental permitting, plan and specification preparation, proformas and cost estimates, partnership formation, land acquisition, sub-contract negotiation, contract administration, equipment and material acquisition, construction scheduling, project management, field supervision, personnel management and OSHA, environmental and building code compliance. Since 1974, Mr. Steele has successfully completed in excess of 600 commercial, residential and governmental site improvement projects.

Golf Course Design, Development, and Construction Management

Mr. Steele has 10 years of professional golf course design, development, and construction management experience. As an independent golf course designer/builder, Mr. Steele has designed and developed championship golf courses earning distinguished acclaim from local, regional and national golf course publications. His full service design, construction, and proactive management and value engineering techniques ensure personal attention to details creating a high quality, cost effective product, that satisfy the most demanding investors and clients. He served as the project superintendent for legendary golf course architects Tom Fazio and Arthur Hills through the Wadsworth Golf Course Construction Company. Mr. Steele was personally responsible for all areas of construction operations and management to include daily job and administration reports, field supervision, layout staking, bulk dirt excavation and placement, rough shaping, rock removal, storm water drainage, USGA greens and bunker construction, irrigation installation, finish grading/shaping, grassing and the quality of the finished course.

Notable Golf Course Projects

Kilmarlic Club, Powell's Point, NC- 148 single family lot resort community, semi-private 18 hole championship golf course with full service driving range and practice facilities.
Designer/Developer.

**Host of the 2004 North Carolina Open*

**Nominated Best New Course in North Carolina Golf Digest Magazine*

**Nominated Best New Course of 2003 by Golf Digest Magazine*

Nansemond River Golf Club, Suffolk, VA - semi-private 18 hole championship golf course with full service driving range and practice facilities
Designer/Developer.

**Best Golf Club in Suffolk, Virginia by the Virginian Pilot*

**Best New River Course since Kingsmill by Mid Atlantic Golfer Magazine*

**Top 100 Must Play Courses in the Mid Atlantic by Washington Golf Monthly Magazine*

**One of Virginia's Must Play Courses by Links Magazine*

The Ridges Golf Country Club, Johnson City, TN-18 hole private championship course
Project Superintendent
Architect: Arthur Hills

Bayville Golf Club, Virginia Beach, VA- 18 hole private championship course
Project Superintendent
Architect: Tom Fazio

The Rivers Course, Kiawah, SC -18 hole private championship course
Assistant Superintendent
Architect: Tom Fazio

Augustine Golf Club, Fredericksburg, VA -semi-private 18 hole championship course
Assistant Superintendent
Architect: Rick Jacobsen

Master-Planned Residential Golf Communities with 18-Hole Championship Courses

- *Edinburgh*, Chesapeake, VA- 258 single family estate lots with private country club
- *Country Club of Virginia Beach*, Virginia Beach, VA- 260 single family estate lots, 5 condo villages, 420 units with private golf club
- *Point Harbor – The Plantation*, Havelock, NC- 90 unit condo village and renovation of 18 hole public golf course
- *C.L. Williams Tract – Bank of America Trustee*, Richmond, VA -95 single family estate lots with semi-private golf club
- *McClousky Tract – Cedar Point*, Suffolk, VA -75 unit condo village with 9-hole add on to Cedar Point Club


Design Layouts of Stand Alone 18-Hole Championship Golf Courses

- *Marcela Moor* – South Paw Development, Harrisonburg, VA
- *Whaley Golf Links* – Taylor Partnership, Suffolk, VA
- *South Garden*, Richmond, VA
- *William O. Grubb* – W.O. Grubb, Richmond, VA
- *North River Golf Club*, Grandy, NC
- *Currituck National*, Jarvisburg, NC
- *Kirk Timber Track*, Chesapeake, VA 27-hole championship golf course

**Personal
Financial Statement
for
Mervin R. and Nina M. Troyer
December 31, 2003**


Assets:	
Cash on hand and in bank accounts	676,600
Lincoln Financial money market account	1,300
Lincoln Financial TowneBank debentures	173,900
TowneBank stock & debentures purchased direct	1,209,000
IRA's (TowneBank debentures with Lincoln Financial)	54,600
Feltz Ridge stock	3,500
2003 Corvette	57,000
2003 Ford Pickup	30,000
2002 Ford Pickup	25,000
CYPT profit sharing	247,100
Personal residence	650,000
Personal property	22,000
Cash value life insurance (Mass Mutual)	54,600
Total value of individual assets	\$3,204,600
Equity of S-Corporation stocks @ 12/31/03	
Stumpy Lake Golf Course, Inc. - 100%	297,200
Lake Wright Golf Facility, Inc. - 100%	230,000
Cypress Point Enterprises, Inc. - 100%	6,800,000
Troyer Properties LLC - 100%	1,100,000
Hampton Roads Golf Clubs LC - 50%	1,500,000
Total equity of S-Corporations	\$9,927,200
Total Assets:	\$13,131,800
Liabilities:	
Cendant Mortgage (personal residence)	440,000
GMAC (Corvette)	13,100
Total Liabilities	\$453,100
Net Worth	\$12,678,700


SELECT A COURSE


 Cypress Point

 Owl's Creek

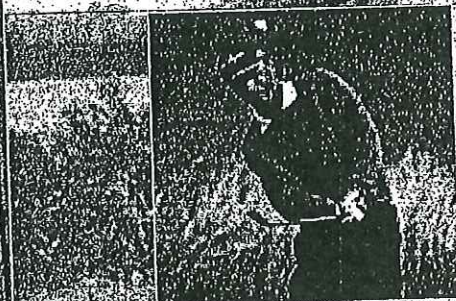
 Lake Wright

 Honey Bee

 Chesapeake Golf Club

 Stumpy Lake

golfhamptonroads.net



OVERVIEW

MEMBERSHIP / RATES


SCORE CARD

PRO SHOP

GOLF TIPS

MEET THE PROS

CONTACT LAKE WRIGHT

 LAKE WRIGHT GOLF COURSE

COURSE OVERVIEW

This beautiful course was built on an island in the middle of Lake Wright. The greens are elevated and fast, while the fairways are fairly wide and flat. Water hazards come into play on seven holes, and an abundance of sand bunkers are strategically placed throughout the course.

COURSE HOURS

Sunrise - Sunset

CONTACT LAKE WRIGHT

Phone Number:
757-459-2255

Fax Number:
757-893-9169

Address:
6282 N. Hampton Blvd
Norfolk, VA 23508

Virginia Beach, VA 23456

SELECT A COURSE

Cypress
PointOwl's
CreekLake
Wright

Honey Bee

Chesapeake Golf
ClubStumpy
Lake

golfhamptonroads | net



OVERVIEW

MEMBERSHIP / RATES

SCORE CARD

PRO SHOP

GOLF TIPS

MEET THE PROS

CONTACT LAKE WRIGHT

LAKE WRIGHT GOLF COURSE

SCORE CARD

The front nine of this beautiful golf course winds around Lake Wright. The greens are elevated and fairways are fairly wide and flat. Water hazards come into play on seven holes. A challenging, but fair test for all skill levels. Tee times can be reserved seven days in advance.

Course Statistics:

Par 70

Rating Slope:

Tee Box

Rating

Slope

Blue

69.3

116

White

67.9

112

Red

68.2

110

DATE	TIME	NAME	SCORE	PAR	DIFF	NET	GRAND TOTAL	STARTING HOLE	FINISHING HOLE	TEE BOX	TEE TIME	FINISH TIME	STARTING HOLE	FINISHING HOLE	TEE BOX	TEE TIME	FINISH TIME
1/23/2004	10:00	JOHN DOE	72	70	+2	72	144	1	18	Blue	10:00	11:30	1	18	Blue	10:00	11:30
1/23/2004	10:15	JANE SMITH	68	70	-2	68	136	1	18	Blue	10:15	11:45	1	18	Blue	10:15	11:45
1/23/2004	10:30	BOB JONES	75	70	+5	75	150	1	18	Blue	10:30	12:00	1	18	Blue	10:30	12:00
1/23/2004	10:45	ALICE BROWN	70	70	0	70	140	1	18	Blue	10:45	12:15	1	18	Blue	10:45	12:15
1/23/2004	11:00	CHARLIE GREEN	73	70	+3	73	146	1	18	Blue	11:00	12:30	1	18	Blue	11:00	12:30
1/23/2004	11:15	DAVID WHITE	69	70	-1	69	138	1	18	Blue	11:15	12:45	1	18	Blue	11:15	12:45
1/23/2004	11:30	EVE BLACK	71	70	+1	71	142	1	18	Blue	11:30	13:00	1	18	Blue	11:30	13:00
1/23/2004	11:45	FRANK GRAY	74	70	+4	74	148	1	18	Blue	11:45	13:15	1	18	Blue	11:45	13:15
1/23/2004	12:00	GRACE HARRIS	67	70	-3	67	134	1	18	Blue	12:00	13:30	1	18	Blue	12:00	13:30
1/23/2004	12:15	HELEN KING	76	70	+6	76	152	1	18	Blue	12:15	13:45	1	18	Blue	12:15	13:45
1/23/2004	12:30	IRVING LEE	70	70	0	70	140	1	18	Blue	12:30	14:00	1	18	Blue	12:30	14:00
1/23/2004	12:45	JACK MASON	72	70	+2	72	144	1	18	Blue	12:45	14:15	1	18	Blue	12:45	14:15
1/23/2004	13:00	JILL NELSON	69	70	-1	69	138	1	18	Blue	13:00	14:30	1	18	Blue	13:00	14:30
1/23/2004	13:15	JOHN O'BRIEN	71	70	+1	71	142	1	18	Blue	13:15	14:45	1	18	Blue	13:15	14:45
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1/23/2004	14:30	JANE TAYLOR	72	70	+2	72	144	1	18	Blue	14:30	16:00	1	18	Blue	14:30	16:00
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1/23/2004	17:30	JANE HARRIS	74	70	+4	74	148	1	18	Blue	17:30	19:00	1	18	Blue	17:30	19:00
1/23/2004	17:45	JOHN HENRY	70	70	0	70	140	1	18	Blue	17:45	19:15	1	18	Blue	17:45	19:15
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1/23/2004	30:15	JOHN HENRY	72	70	+2	72	144	1	18	Blue	30:						



PRO SHOP

Phone: 757-459-2255

Fax: 757-893-9169

Hours: Sunrise - Sunset

Tee times may be reserved up to seven days in advance. Take advantage of our early bird/twilight specials in effect year-round. Call for prices!

We offer a driving range, practice putting green, chipping green and practice bunker. Open sunrise to 1 hour before sunset.

DINING

Snack bar onsite. Check out our daily specials!



GOLF TIPS

- Using equipment that is fitted for your body type will make it possible to ensure you are loading the backswing properly.
- A common flaw in the golf swing or putting stroke occurs before the swing is made in that the stance and clubhead are not square to the target line.



MEMBERSHIP / RATES

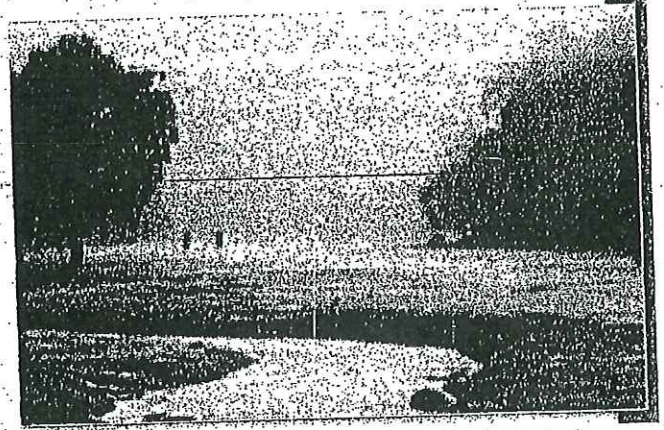
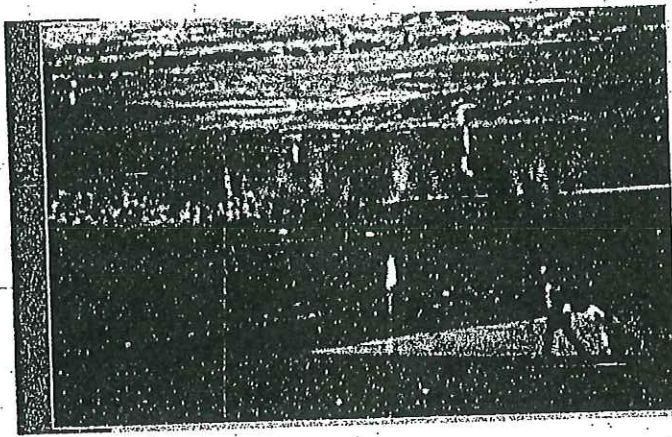
Annual Memberships available Jan. 1 - Dec. 31.

Initiation Fees & Dues:

Membership Type	Annual Fee
Individual Membership (Monday - Friday Only)	\$880
Individual Membership (7 days a week)	\$1200
Each Additional Dependent	\$200

COURSE PRICES

Prices:	Green Fee \$20 - \$32 (Includes cart) Walking permitted anytime except Saturdays, Sundays and holidays before noon.
Hours:	Sunrise - Sunset



[Current Promotions](#)



[Contact Us](#)



[Search](#)

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City of Norfolk

January 20, 2004

ADDENDUM NO. 5

REQUEST FOR PROPOSALS NO. 1957

LAKE WRIGHT GOLF FACILITY AND LAMBERT'S POINT GOLF FACILITY MANAGEMENT SERVICES FOR PROFESSIONAL GOLF SERVICES, FOOD CONCESSION AND DRIVING RANGE AND/OR GROUNDS MAINTENANCE

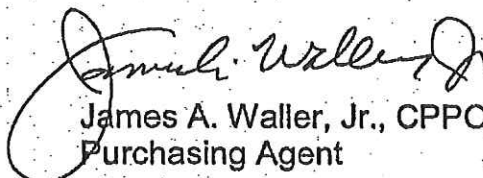
SUBMITTAL DEADLINE 1:00 P.M., JANUARY 26, 2004

The following information is provided regarding RFP No. 1957:

Payments by the City to Stumpy Lake Golf Course, Inc., the current contractor for Lake Wright, are as follows:

July 1, 2001-June 30, 2002	\$626,400.00
July 1, 2002-June 30, 2003	\$626,400.00
July 1, 2003-June 30, 2004	\$645,000.00

The agreement was amended in 2003 to include 75 electric carts at a rental rate of \$65 per month per cart. All maintenance and repair are borne by the provider.


James A. Waller, Jr., CPPO
Purchasing Agent



City of **Norfolk**

January 16, 2004

ADDENDUM NO. 4

REQUEST FOR PROPOSALS NO. 1957

LAKE WRIGHT GOLF FACILITY AND LAMBERT'S POINT GOLF FACILITY MANAGEMENT SERVICES FOR PROFESSIONAL GOLF SERVICES, FOOD CONCESSION AND DRIVING RANGE AND/OR GROUNDS MAINTENANCE

SUBMITTAL DEADLINE 1:00 P.M., JANUARY 26, 2004

The following information is provided in response to additional questions received regarding RFP No. 1957:

The RFP from Norfolk makes two references to the construction manager and they are:

Page 2 – A(1) "the provision of a qualified person to manage and oversee the development and construction of the facility in conjunction with the City's Director of Facility and Enterprise Management"

Page 13 – B(a) "During the construction of the course the successful proposer will provide a qualified and experienced person in the management of the golf course and driving range construction to work with the City and ensure that a high quality and caliber of construction is obtained. The person(s) will assist with all aspects of construction management and with review of final bid specifications, review of bids for construction, and execution and management of construction on behalf of the City of Norfolk and under the direction of the Director of Facility & Enterprise Management."

I wondered if we might have a little more detail on the job that person will be required to perform. Do you expect that it will be 1) a full-time position, or 2) a position where daily check-ins will be required but the manager need not be on-site throughout the day, or 3) a 2-or-3 times a week oversight kind of job?

The RFP does not mention that this manager would need to be on-site during the grow-in period, so I would assume that this is a temporary position tied only to construction.

The City expects the successful proposer to provide a qualified person to manage, coordinate and provide quality control inspections throughout the construction of the golf course. This person should represent the interests of the City throughout the project. It is anticipated that this individual will be full time until the point of substantial completion and then be phased out during the growing period or transitioned to other responsibilities afterwards. Offerors are expected to assess the time requirements for qualified construction oversight personnel and to provide the information in the proposal submission.

James A. Waller, Jr., CPPO
Purchasing Agent

City Purchasing Agent
Room 607 City Hall, 810 Union Street, Norfolk, VA 23510
(757) 664-4787 / FAX: (757) 664-4018



City of Norfolk

January 9, 2004

ADDENDUM NO. 3

REQUEST FOR PROPOSALS NO. 1957

LAKE WRIGHT GOLF FACILITY AND LAMBERT'S POINT GOLF FACILITY MANAGEMENT SERVICES FOR PROFESSIONAL GOLF SERVICES, FOOD CONCESSION AND DRIVING RANGE AND/OR GROUNDS MAINTENANCE

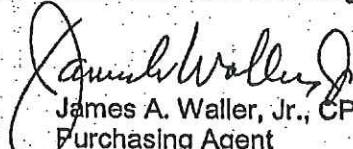
SUBMITTAL DEADLINE 1:00 P.M., JANUARY 26, 2004

The following information is provided in response to additional questions received regarding RFP No. 1957:

1. Who is responsible for the labor cost for the golf course maintenance staff?
The contractor is responsible for the labor cost.
2. Who is responsible for the course maintenance expenses other than labor?
The contractor is responsible for the course maintenance expenses.
3. The RFP states that the contractor is responsible for starters and marshals. Does the contractor pay these salaries, even though the City retains all golf revenues?
Yes.
4. Is the contractor responsible for the salaries of all driving range personnel, including Lambert's Point when it opens, even though the City retains all golf revenues?
Yes.
5. Is there any flexibility in the initial term length? In light of the golf cart lease liability (4 years) of the contractor, a 3 or 4-year initial term is preferred.
There is no flexibility in the initial term length.
6. Once Lambert Point opens, will the contractor retain all F&B revenues and incur all golf and F&B expenses, as it will at Lake Wright?
Yes.

Please make the following change on page 17 under LWGC, paragraph 2:

"At LWGC the Contractor will provide 75 electric carts and at LPGC the Contractor will provide 20 electric carts, unless the number of carts is amended in writing by the parties."


James A. Waller, Jr., CPPO
Purchasing Agent

City Purchasing Agent
Room 607 City Hall, 810 Union Street, Norfolk, VA 23510
(757) 664-4787 / FAX: (757) 664-4018



City of Norfolk

January 6, 2004

ADDENDUM NO. 2

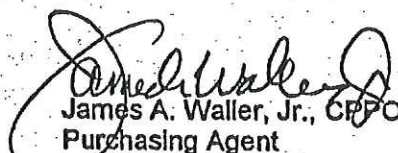
REQUEST FOR PROPOSALS NO. 1957

LAKE WRIGHT GOLF FACILITY AND LAMBERT'S POINT GOLF FACILITY MANAGEMENT SERVICES FOR PROFESSIONAL GOLF SERVICES, FOOD CONCESSION AND DRIVING RANGE AND/OR GROUNDS MAINTENANCE

SUBMITTAL DEADLINE 1:00 P.M., JANUARY 26, 2004

The following information is provided in response to questions received regarding RFP No. 1957:

1. There are multiple insurance requirements stated. Is it the responsibility of the contractor to bear the expense of the premiums or are they paid out as an operational expense of the club?
The contractor is responsible for the premiums.
2. Can you confirm that the operation of the Pro Shop and the Snack Bar are the sole responsibility of the contractor, with the contractor retaining all revenues (except green fees, cart fees and range revenue) and incurring all expenses?
Yes.
3. Can you confirm that the contractor is responsible for the purchase of all equipment not listed on Attachment "A"?
Yes.
4. What were the number of rounds played in 2002 and 2003?
A typical year at Lake Wright is approximately 45,000 rounds. 40,000 rounds were played in 2002 due to down time as a result of wet weather. A spreadsheet is included in this addendum showing the amount of money the City took in for green fees, cart fees, and the driving range.
5. What were the gross revenues from the pro shop and snack bar operations for 2002 and 2003?
Snack bar and pro shop operations are under the contractor's domain. The City does not have this information.


James A. Waller, Jr., CPPO
Purchasing Agent

City Purchasing Agent
Room 607 City Hall, 810 Union Street, Norfolk, VA 23510
(757) 664-4787 / FAX: (757) 664-4018

**Lake Wright Golf
Course
Performance for July through
October**

Month	Daily Green Fees	Annual Green Fees	Electric Carts	Driving Range	Total	Change
FY-97:						
July	\$ 70,060	\$ 23,854	\$ 41,489	\$ 13,494	\$ 148,897	\$ -
August	\$ 71,923	\$ -	\$ 41,035	\$ 11,127	\$ 124,085	\$ -
Sept.	\$ 53,745	\$ -	\$ 31,477	\$ 9,435	\$ 94,657	\$ -
October	\$ 52,852	\$ 6,887	\$ 30,728	\$ 8,106	\$ 98,573	\$ -
November	\$ 26,039	\$ -	\$ 13,960	\$ 2,959	\$ 42,958	\$ -
December	\$ 23,357	\$ -	\$ 13,174	\$ 2,479	\$ 39,010	\$ -
January	\$ 18,836	\$ 26,906	\$ 9,900	\$ 1,666	\$ 57,308	\$ -
February	\$ 25,288	\$ 278	\$ 11,456	\$ 2,542	\$ 39,564	\$ -
March	\$ 46,780	\$ 11,522	\$ 23,470	\$ 6,098	\$ 87,870	\$ -
April	\$ 58,080	\$ -	\$ 29,318	\$ 10,148	\$ 97,546	\$ -
May	\$ 70,928	\$ -	\$ 37,228	\$ 13,573	\$ 121,729	\$ -
June	\$ 66,645	\$ -	\$ 36,446	\$ 10,262	\$ 113,353	\$ -
Total	\$ 584,533	\$ 69,447	\$ 319,681	\$ 91,889	\$ 1,065,550	\$ -
FY-98:						
July	\$ 60,400	\$ 9,490	\$ 34,863	\$ 9,247	\$ 114,000	\$ (34,897)
August	\$ 77,292	\$ -	\$ 44,051	\$ 10,726	\$ 132,069	\$ 7,984
Sept.	\$ 62,230	\$ -	\$ 36,204	\$ 8,398	\$ 106,832	\$ 12,175
October	\$ 51,254	\$ -	\$ 27,760	\$ 6,056	\$ 85,070	\$ (13,503)
November	\$ 39,643	\$ -	\$ 19,595	\$ 3,032	\$ 62,270	\$ 19,312
December	\$ 23,503	\$ -	\$ 12,918	\$ 1,456	\$ 37,877	\$ (1,133)
January	\$ 29,253	\$ 24,063	\$ 13,514	\$ 2,156	\$ 68,986	\$ 11,678
February	\$ 29,286	\$ 1,809	\$ 14,130	\$ 2,200	\$ 47,425	\$ 7,861
March	\$ 42,943	\$ 8,725	\$ 20,760	\$ 3,932	\$ 76,360	\$ (11,510)
April	\$ 62,263	\$ 1,809	\$ 29,481	\$ 6,456	\$ 100,009	\$ 2,463
May	\$ 77,841	\$ -	\$ 41,568	\$ 8,777	\$ 128,186	\$ 6,457
June	\$ 77,223	\$ -	\$ 41,354	\$ 9,190	\$ 127,767	\$ 14,414
Total	\$ 633,131	\$ 45,896	\$ 336,198	\$ 71,626	\$ 1,086,851	\$ 21,301

Month	Daily Green Fees	Annual Green Fees	Electric Carts	Driving Range	Total	Change
FY-99:						
July	\$ 78,298	\$ 10,382	\$ 46,584	\$ 9,768	\$ 145,032	\$ 31,032
August	\$ 81,576	\$ -	\$ 46,785	\$ 9,116	\$ 137,477	\$ 5,408
Sept.	\$ 65,443	\$ -	\$ 39,436	\$ 5,705	\$ 110,584	\$ 3,752
October	\$ 60,772	\$ -	\$ 34,209	\$ 4,872	\$ 99,853	\$ 14,783
November	\$ 47,945	\$ -	\$ 26,902	\$ 3,416	\$ 78,263	\$ 15,993
December	\$ 29,437	\$ -	\$ 17,187	\$ 1,868	\$ 48,492	\$ 10,615
January	\$ 30,860	\$ 30,229	\$ 15,553	\$ 1,735	\$ 78,377	\$ 9,391
February	\$ 22,934	\$ 1,419	\$ 13,095	\$ 1,336	\$ 38,784	\$ (8,641)
March	\$ 38,059	\$ 9,386	\$ 20,361	\$ 2,798	\$ 70,604	\$ (5,756)
April	\$ 63,213	\$ 1,187	\$ 29,864	\$ 8,106	\$ 102,370	\$ 2,361
May	\$ 70,251	\$ -	\$ 38,122	\$ 8,957	\$ 117,330	\$ (10,856)
June	\$ 64,577	\$ -	\$ 35,425	\$ 6,261	\$ 106,263	\$ (21,504)
Total	\$ 653,365	\$ 52,603	\$ 363,523	\$ 63,938	\$ 1,133,429	\$ 46,578
FY-00:						
July	\$ 59,887	\$ 9,386	\$ 36,549	\$ 7,157	\$ 112,979	\$ (32,053)
August	\$ 69,561	\$ 441	\$ 40,749	\$ 7,281	\$ 118,032	\$ (19,445)
Sept.	\$ 50,234	\$ -	\$ 27,488	\$ 4,674	\$ 82,396	\$ (28,188)
October	\$ 60,830	\$ -	\$ 33,668	\$ 6,085	\$ 100,583	\$ 730
November	\$ 49,966	\$ -	\$ 27,717	\$ 4,288	\$ 81,971	\$ 3,708
December	\$ 26,146	\$ -	\$ 14,699	\$ 1,586	\$ 42,431	\$ (6,061)
January	\$ 21,687	\$ 29,347	\$ 11,858	\$ 1,768	\$ 64,660	\$ (13,717)
February	\$ 31,483	\$ 1,701	\$ 16,385	\$ 2,577	\$ 52,146	\$ 13,362
March	\$ 46,223	\$ 7,246	\$ 26,098	\$ 5,454	\$ 85,021	\$ 14,417
April	\$ 56,600	\$ 834	\$ 31,273	\$ 5,209	\$ 93,916	\$ (8,454)
May	\$ 74,824	\$ -	\$ 42,071	\$ 6,920	\$ 123,815	\$ 6,485
June	\$ 73,235	\$ 324	\$ 40,670	\$ 6,623	\$ 120,852	\$ 14,589
Total	\$ 620,676	\$ 49,279	\$ 349,225	\$ 59,622	\$ 1,078,802	\$ (54,627)

Month	Daily Green Fees	Annual Green Fees	Electric Carts	Driving Range	Total	Change
FY-01:						
July	\$ 70,778	\$ 7,659	\$ 40,318	\$ 7,648	\$ 126,403	\$ 13,424
August	\$ 59,704	\$ 324	\$ 34,641	\$ 6,856	\$ 101,525	\$ 2
Sept.	\$ 52,775	\$ 10	\$ 30,578	\$ 5,052	\$ 88,415	\$ 6,019
October	\$ 51,713	\$ -	\$ 31,457	\$ 5,925	\$ 89,095	\$ (11,488)
November	\$ 31,912	\$ -	\$ 19,468	\$ 2,750	\$ 54,130	\$ (27,841)
December	\$ 11,892	\$ 7,007	\$ 6,253	\$ 426	\$ 25,578	\$ (16,853)
January	\$ 18,648	\$ 25,596	\$ 9,608	\$ 1,156	\$ 55,008	\$ (9,652)
February	\$ 23,674	\$ 2,735	\$ 13,694	\$ 2,115	\$ 42,218	\$ (9,928)
March	\$ 31,747	\$ 5,885	\$ 16,134	\$ 3,455	\$ 57,221	\$ (27,800)
April	\$ 60,330	\$ 2,793	\$ 33,578	\$ 8,366	\$ 105,067	\$ 11,151
May	\$ 61,979	\$ -	\$ 37,219	\$ 7,561	\$ 106,759	\$ (17,056)
June	\$ 59,283	\$ 552	\$ 35,560	\$ 7,041	\$ 102,436	\$ (18,416)
Total	\$ 534,435	\$ 52,561	\$ 308,508	\$ 58,351	\$ 953,855	\$ (108,438)
FY-02:						
July	\$ 66,507	\$ 5,679	\$ 40,467	\$ 8,277	\$ 120,930	\$ (5,473)
August	\$ 55,716	\$ -	\$ 34,980	\$ 6,081	\$ 96,777	\$ (4,748)
Sept.	\$ 61,344	\$ -	\$ 34,178	\$ 6,697	\$ 102,219	\$ 13,804
October	\$ 50,171	\$ 4	\$ 30,062	\$ 4,680	\$ 84,917	\$ (4,178)
November	\$ 36,257	\$ 23	\$ 26,649	\$ 3,166	\$ 66,095	\$ 11,965
December	\$ 24,251	\$ 15,929	\$ 18,991	\$ 1,966	\$ 61,137	\$ 35,559
January	\$ 19,051	\$ 20,038	\$ 13,309	\$ 1,733	\$ 54,131	\$ (877)
February	\$ 22,159	\$ -	\$ 16,161	\$ 1,955	\$ 40,275	\$ (1,943)
March	\$ 31,006	\$ 3,225	\$ 22,513	\$ 3,877	\$ 60,621	\$ 3,400
April	\$ 46,902	\$ 264	\$ 34,954	\$ 6,775	\$ 88,895	\$ (16,172)
May	\$ 62,929	\$ 409	\$ 43,899	\$ 8,684	\$ 115,921	\$ 9,162
June	\$ 56,945	\$ -	\$ 41,016	\$ 6,822	\$ 104,783	\$ 2,347
Total	\$ 533,238	\$ 45,571	\$ 357,179	\$ 60,713	\$ 996,701	\$ 42,846

Month	Daily Green Fees	Annual Green Fees	Electric Carts	Driving Range	Total	Change
FY-03:						
July	\$ 53,401	\$ 3,073	\$ 39,906	\$ 6,760	\$ 103,140	\$ (17,790)
August	\$ 50,561	\$ -	\$ 42,031	\$ 6,070	\$ 98,662	\$ 1,885
Sept.	\$ 45,893	\$ 5	\$ 37,550	\$ 6,035	\$ 89,483	\$ (12,736)
October	\$ 37,759	\$ -	\$ 30,974	\$ 4,956	\$ 73,689	\$ (11,228)
November	\$ 27,885	\$ -	\$ 20,726	\$ 2,990	\$ 51,601	\$ (14,494)
December	\$ 21,606	\$ 6,405	\$ 14,663	\$ 1,669	\$ 44,343	\$ (16,794)
January	\$ 9,983	\$ 27,185	\$ 7,862	\$ 926	\$ 45,956	\$ (8,175)
February	\$ 12,878	\$ -	\$ 8,704	\$ 1,303	\$ 22,885	\$ (17,390)
March	\$ 33,628	\$ 2,800	\$ 24,301	\$ 4,756	\$ 65,485	\$ 4,864
April	\$ 53,656	\$ 2,283	\$ 33,510	\$ 7,109	\$ 96,558	\$ 7,663
May	\$ 56,818	\$ -	\$ 32,659	\$ 7,595	\$ 97,072	\$ (18,849)
June	\$ 63,753	\$ -	\$ 38,221	\$ 7,742	\$ 109,716	\$ 4,933
Total	\$ 467,821	\$ 41,751	\$ 331,107	\$ 57,911	\$ 898,590	\$ (98,111)
FY-04:						
July	\$ 60,155	\$ 2,945	\$ 37,589	\$ 7,458	\$ 108,147	\$ 5,007
August	\$ 61,075	\$ 8	\$ 36,564	\$ 7,613	\$ 105,260	\$ 6,598
Sept.	\$ 48,909	\$ 275	\$ 29,909	\$ 5,607	\$ 84,700	\$ (4,783)
October	\$ 45,255	\$ -	\$ 28,793	\$ 5,824	\$ 79,872	\$ 6,183
November	\$ 45,619	\$ -	\$ 28,173	\$ 4,436	\$ 78,228	\$ 26,627
December					\$ -	\$ -
January					\$ -	\$ -
February					\$ -	\$ -
March					\$ -	\$ -
April					\$ -	\$ -
May					\$ -	\$ -
June					\$ -	\$ -
Total	\$ 261,013	\$ 3,228	\$ 161,028	\$ 30,938	\$ 456,207	\$ 39,632



City of **Norfolk**

December 18, 2003

ADDENDUM NO. 1

REQUEST FOR PROPOSALS NO. 1957

LAKE WRIGHT GOLF FACILITY AND LAMBERT'S POINT GOLF FACILITY MANAGEMENT SERVICES FOR PROFESSIONAL GOLF SERVICES, FOOD CONCESSION AND DRIVING RANGE AND/OR GROUNDS MAINTENANCE

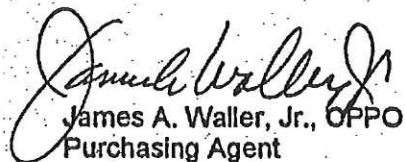
SUBMITTAL DEADLINE 1:00 P.M., JANUARY 26, 2004

The following information is provided in response to questions received regarding RFP No. 1957:

1. Page 2 and 16 – References to paragraph 13 on these two pages should reference paragraph 14 of this Agreement which deals with termination.
2. Page 5, number 4 – Does the City want detail of what the vendor expects it to cost the vendor, or the monthly/annual fee the vendor is asking from the City?
The City is trying to obtain clear pricing for each of the elements of the RFP. If Attachment C is used, detail of how prices were determined is not needed.
3. Page 5, Section J – Please change the last sentence of paragraph 2 to read:
"The contents of the proposal of the selected offeror will become a contractual obligation when the award is made."
The selected offeror's proposal will be a part of the final contract.
4. Page 8 - The last paragraph on page 8 does not agree with the last paragraph of page 18.
Delete the last paragraph on page 8.

City Purchasing Agent
Room 607 City Hall, 810 Union Street, Norfolk, VA 23510
(757) 664-4787 / FAX: (757) 664-4018

5. Page 15 - Will pull carts be a needed or allowed item at LP?
Pull carts will be allowed.
6. Page 19, third paragraph - Who will pay the legal fees in the event the city does not approve such defense...?"
The contractor will pay the legal fees.
7. Page 19, number 10 - Please change the last sentence to read:
"City agrees that it is solely responsible for all real estate taxes on the properties and all personal property taxes on items or equipment provided by the City and equipment attached to any building on any and all other taxes or fees imposed by any governmental entity on revenues or profits flowing to the City."
8. Page 20, number 11 - Define hazardous substances as contained in the next to last paragraph. Does that include gasoline and/or diesel fuel?
The City does not have any hazardous materials to our knowledge. The City acknowledges that fuels, herbicides/pesticides may be stored from time to time, but it is expected that they will be stored safely in accordance with the Dept. of Environmental Quality and any federal regulations for such storage. Please change this paragraph to read:
"Contractor represents that it will not cause or permit the unsafe storage of hazardous substances on the premises during the term of this Agreement or any extensions thereof."
9. Page 20, number 12 - Does security mean a security system or security guards, and is this required?
The City will provide a security system in the buildings.
10. Page 23, 24 - Why are years 6-10 listed? There are options which the City may exercise; do we need to give a firm quote on those years as well?
Years 6-10 are listed in order to meet the requirements of providing for competitive prices for any inclusive years under the agreement. The City desires a 10-year potential lease. Prices for those years are firm to the extent that the City may choose at its discretion to not renew and achieve a new lease.
11. Page 30 - After the grass types listing, the next paragraph mentions an electric cart path. Assuming this is a path for electric carts and not a trolley system, will the path be asphalt or concrete?
Asphalt cart paths for electric carts are contemplated.


James A. Waller, Jr., OPPO
Purchasing Agent



City of Norfolk

December 10, 2003

Request For Proposals No. 1957

**Lake Wright Golf Facility and Lambert's Point Golf Facility
Management Services for Professional Golf
Services, Food Concession and Driving Range
And/or Grounds Maintenance**

Submittal deadline:

1:00 P.M., January 26, 2004

SECTION I – GENERAL INFORMATION FOR VENDORS

A. PURPOSE:

The City of Norfolk is soliciting qualifications and proposals from a qualified professional management firm in the golf industry to provide the following services related to the Lake Wright golf course and the soon to be developed Lambert's Point golf facility. At Lake Wright golf course, an 18-hole municipal daily fee course and driving range, the services desired include the full maintenance and operation of the grounds and facilities, the collection and reporting of all revenues, operation of the driving range and snack bar. At the Lambert's Point golf facility, a 9-hole executive course with driving range, services desired include (1) the provision of a qualified person to manage and oversee the development and construction of the facility in conjunction with the City's Director of Facility and Enterprise Management; (2) maintenance personnel, equipment and supplies to maintain the course and driving range during the grow-in period of its construction, and (3) all the services thereafter as provided at Lake Wright once the Lambert's Point facility is operational. The intent is to execute a one (1) year agreement with four (4) additional one (1) year renewal periods unless sooner terminated pursuant to paragraph 13 of this agreement. Thereafter the City will reserve the exclusive option to extend the Agreement for up to five (5) additional one (1) year terms pursuant to the terms and conditions set forth herein by notifying the Contractor in writing.

B. BACKGROUND:

The City of Norfolk owns and manages the Lake Wright golf course and driving range. It has done so in recent years through a management contract arrangement competitively procured and desires to do so again. The City of Norfolk has contracted for a design for a 9-hole executive course and driving range for Lambert's Point on approximately 50 acres that was formerly used as a disposal site. George Golf Design, Inc. and the TAF Group are the architects and engineers of record for the project. The City of Norfolk anticipates seeking bids for the construction in January of 2004 with an award for work in March of 2004. Included in the design are the following items: (1) 9-hole executive course, (2) a two-tiered deck driving range of approximately 290 yards depth. The lower tier will be covered with doors on the rear that can be opened when weather permits, (3) Clubhouse, snack bar, pro shop, maintenance facility, cart storage, restroom facilities. Also, space will be provided, but separately maintained and operated, for ODU to have coach's offices and locker rooms for its golf teams, (4) practice areas for putting, chipping and pitching, (5) the City of Norfolk is bidding as an option the lighting of the entire golf course for night play, (6) Bridge to cross the culvert that separates the north and south portions of the property. (7) and parking, landscaping, sidewalks and other common areas and development requirements. The Lambert's Point facility will be located off Powhatan Avenue behind Old Dominion University. It will be the only public golf facility on the west

side of the City of Norfolk. The City will provide for the full cost of construction, equipment for the snack bar and pro shop. Equipment that will be provided by the City of Norfolk for the snack bar and pro shop is listed in Attachment A. Electric carts for both courses will be leased from the successful proposer by the City with all income from the cart rentals coming to the City. The successful proposer will be responsible for providing the carts, all maintenance and servicing of the carts so that all carts will be available for rental by golfers daily.

The successful proposer will be expected to execute an agreement for services in substantially the form of the attached agreement (Attachment B).

C. ISSUING OFFICE:

City of Norfolk
Purchasing Agent
Room 607 City Hall Building
810 Union Street
Norfolk, Virginia 23510
Telephone: (757) 664-4787

D. CONTACT FOR INFORMATION:

Purchasing Agent
Room 607, City Hall Building
810 Union Street
Norfolk, Virginia 23510
Telephone: (757) 664-4021
FAX (757) 664-4018
FAX is for questions only, not submission of proposals.

E. DEADLINE:

Receipt of Proposals 1:00 P.M., January 26, 2004.

Proposals will not be accepted or considered after 1:00 P.M. on the closing date.

F. QUESTIONS AND ADDENDA:

Offerors shall carefully examine this Request for Proposals. Offerors should seek clarification of any ambiguity, conflict, omission or other error in this request in writing. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to offerors. Oral comments do not form a part of this Request.

G. CHANGES IN THE REQUEST FOR PROPOSALS:

Any changes made in this Request for Proposals will be posted and distributed to vendors of record. Any and all addenda will be numbered in sequence, dated as of the date of issue, posted and distributed via e-mail, fax, or U.S. Mail.

H. PROPOSAL PREPARATION GUIDANCE:

Each proposer should indicate the management fee for each requirement of this RFP and with as much detail as is reasonable and required for the City of Norfolk to fully understand the proposal. The following guidelines should not be construed to limit information provided in proposals.

1. The Proposal should clearly identify all costs related to each and every requirement of the RFP.
2. The Proposal should include documentation indicating the financial capability of the Proposer to undertake the services required herein.
3. The Proposal should include documentation of the experiences in the golf industry that are similar and demonstrate the capacity and professional expertise to provide the services required.
4. The Proposal should include information on the type of maintenance, staffing, equipment and maintenance program that will be provided in response to this RFP.
5. The Proposal will include documentation on the experience of key personnel expected to be utilized by the provider in the execution of these services.

I. PROPOSAL SUBMISSION:

All proposals must be received in an appropriately marked and sealed envelope in the office of the Purchasing Agent, Room 607, City Hall Building, 810 Union Street, Norfolk, Virginia, 23510 January 26, 2004 by 1:00 p.m. Proposals in the form of telegrams, telephone calls, facsimiles, or telex messages will not be accepted.

Each proposal shall be signed by an official authorized to bind the offeror and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the date of submission of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the vendor. If the proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.

Four (4) copies of each proposal must be supplied. Each proposal shall also provide the following information:

1. The name of every company bearing an interest in the proposed services;

2. The name, title, address, and telephone number of individuals with authority to contractually bind the offeror; and
3. A designated person(s) who can be contacted for response during the period of evaluation and for prompt contract administration upon award of the contract. This information shall include the person's name, title, address, and telephone number.
4. Detail cost anticipated for each of the elements of service contained herein to include (A) Lake Wright golf course and driving range, (B) Lambert's Point construction oversight, (C) Lambert's Point driving range operation, (D) Lambert's Point course grow-in maintenance, and (E) Lambert's Point golf course and driving range full operation (See Attachment C).
5. Detailed explanation of the programs for each facility that will be executed to ensure proper turf growth and maintenance (equipment types and quantities, staffing expectations, agronomy program expectations); how the snack bars and pro shops will be operated (staffing, merchandise levels, typical markups); and how the driving ranges will be operated (staffing levels). Also, provide explanation of programs to support youth golf development.

The signer of the proposal must declare that all persons, companies or parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror.

J. AWARD:

The City intends to award a contract as soon as practicable after receipt of offeror's proposals.

The award of a contract shall be at the sole discretion of the City. Award will be made to the offeror whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in Section IV, Criteria for Proposal Evaluation. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in the process. The City of Norfolk further reserves the right to make an award of contract without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the offeror can propose with respect to both price and technical capability. The contents of the proposal of the selected offeror will become a contractual obligation when the award is made.

Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls to offerors. Based on this initial evaluation, the City may select offerors whose services most closely meet the City's needs to make an oral presentation. Final terms may be as further agreed upon by the parties through negotiation.

K. DISPOSITION OF PROPOSALS:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for the official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City of Norfolk except as to the disclosure restrictions contained in Section M, Disclosure.

L. FINANCIAL RECORDS:

For the duration of the contract, the Contractor shall keep full and complete records of all financial transactions related to the operation of the facilities and submit reports in the form and frequency determined by the City.

The City shall at all times have the right to examine books, papers, and records of the Contractor relative to the operations of the facilities. The Contractor shall keep all books and records pertaining to the operations of the facilities at the facilities or in an office within the City of Norfolk.

M. DISCLOSURE:

In compliance with the Code of the City of Norfolk, Virginia, Section 33.1-9, trade secrets or proprietary information submitted by an offeror in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all inclusive statement that the entire proposal is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

N. COST INCURRED IN RESPONDING:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services.

O. PRIME VENDOR RESPONSIBILITIES:

Vendors may propose services that are provided by others, but any services proposed must meet all of the requirements of this Request.

If the vendor's proposal includes services provided by others, the vendor will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The vendor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

P. LAWS AND REGULATIONS:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

Any contract proposed for the City's execution shall be included with the proposal.

Q. ANTI-COLLUSION:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute and submit the anti-collusion statement. See Attachment D.

R. ETHICS IN PUBLIC CONTRACTING:

The offeror will familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in section 33.1-86 thereof, which are attached. The offeror will abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment E.

S. NONDISCRIMINATION:

The offeror agrees that it will adhere to the nondiscrimination requirements set forth in City Code Section 33.1-53, which is attached and which will be incorporated into any contract awarded. See Attachment F.

T. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and

businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Offerors are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.

U. NORFOLK BUSINESSES:

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in Norfolk and which employ Norfolk residents to compete for City contracts. Bidders (offerors) are asked, as part of their submission, to advise of their Norfolk location, and detail their employment of Norfolk residents.

V. INSURANCE AND INDEMNIFICATION:

1. HOLD HARMLESS AGREEMENT

The Vendor shall indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any act or omission of the Vendor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

2. INSTRUCTIONS

Vendor shall maintain during its contract with the City, and will not commence work under that contract, until the Vendor has obtained all insurance required under this Section and such insurance has been approved by the City of Norfolk, nor shall the Vendor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

The City of Norfolk will be named on all General Liability and Automobile Liability policies as "Additional Named Insured" for the proposed work. All liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City in advance of approval of the contract.

The City will maintain property insurance on buildings and contents owned by the City against such perils as fire, windstorm, flood, etc). The Vendor will be responsible for the costs of losses from such perils to properties and contents owned by the Vendor or other parties.

3. **WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance and in all states covering all his employees, and in the case of any work sublet, the Vendor shall require the Subcontractor similarly to provide statutory Workers' Compensation Insurance for the latter's employees. The Vendor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of at least \$200,000 per accident/injury by an insurance company authorized to write such insurance in all states where the Vendor will have employees located in the performance of this contract and the Vendor shall require each of his Subcontractors similarly to maintain Employer's Liability Insurance on his employees.

4. **COMMERCIAL GENERAL LIABILITY INSURANCE**

- a. The Vendor shall maintain during the life of this contract such Commercial General Liability Insurance as shall cover him for claims of damages resulting from bodily injury, including wrongful death, and property damage, which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

Combined Single Limit; \$2,000,000 per occurrence; or bodily injury and property damage coverage in the following amounts:

(1) Bodily Injury Limits:

\$1,000,000 Each Person

\$2,000,000 Each Occurrence

\$2,000,000 Aggregate

(2) Property Damage Limits:

\$ 200,000 Each Occurrence

\$ 500,000 Aggregate

- b. The Commercial General Liability Insurance required by the preceding Subparagraph a. shall include the following extensions of coverage:

- (1) The coverage shall be provided under a Comprehensive form of policy or similar thereto.

- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.

5. MOTOR VEHICLE (AUTOMOBILE) LIABILITY INSURANCE

The Vendor shall maintain during the life of the contract Automobile Liability Insurance covering claims for damages resulting from bodily injury (including wrongful death and medical payments coverage) and property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Combined Single Limit; \$1,000,000 per occurrence; or bodily injury and property damage coverage in the following amounts:

(1) Bodily Injury Limits:

\$ 500,000 Each Person
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

(2) Property Damage Limits:

\$ 300,000 Each Occurrence
\$ 500,000 Aggregate

6. PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE

The Vendor shall maintain during the life of this contract such Professional and, or, Errors and Omissions Liability Insurance as shall protect the Vendor against legal liability as a result of alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Vendor's duties and obligations under this contract whether such operations be by the Vendor, the Vendor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional or Errors and Omissions Liability Insurance shall be as follows:

\$1,000,000 Each Incident/Aggregate

7. FIDELITY AND CRIME INSURANCE/BONDS

The Vendor may be required to maintain Fidelity and Crime Insurance Bonds that protects against the loss of monies through a lack of faithful performance or crime on the part of the Vendor and, or, its employees.

The amount of such insurance/bond will be determined on an annual basis by the Director of Facilities and Enterprise Management, and reflect projected amounts of monies handled or accounted for directly by the Vendor staff as part of the Vendor's operations on behalf of the City.

8. CERTIFICATE OF INSURANCE

The Vendor shall furnish the City with two (2) copies of a certificate of insurance evidencing policies required in Paragraphs 3, 4, 5, 6 and 7 above. Such certificate shall specifically indicate that the Commercial General Liability Insurance includes all extensions of coverage required in Paragraph 4., Subparagraph b. above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Vendor shall furnish a certificate of insurance evidencing renewal of such coverage to the City. The certificates of insurance shall clearly show this contract number.

9. SUBCONTRACTOR'S INSURANCE

The Vendor shall require each of his Subcontractors to maintain during the life of his subcontract the same insurance coverage required of the Vendor under Paragraphs 3, 4, 5, 6 and 7 above. The Vendor shall furnish to the City two (2) copies of the Subcontractor's certificate(s) to the City.

10. INSURANCE COMPANY AND AGENT

All insurance policies herein required of the Vendor shall be written by a company duly authorized by Federal or State law and licensed to do business in the State of Virginia and be executed by some agent thereof duly licensed as an agent in said state.

SECTION II – PROPOSAL CONDITIONS

- A. Cost for preparation and submission of a proposal shall be the responsibility of the offeror and shall not be chargeable in any manner to the City.
- B. The City reserves the right to reject any or all proposals received in response to Request. The City also reserves the right to waive informalities in the offers received.
- C. Each proposal, certificate, and representation submitted in response to this request must be signed by an officer or official having authority to bind the offeror.
- D. The offeror shall be aware of, and in compliance with, pertinent federal, state, and local equal employment opportunity requirements.
- E. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired.

SECTION III – SCOPE OF WORK

The City of Norfolk desires the following scope of work for each of the facilities described herein and specific services related to the Lambert's Point Golf Facility.

- A. Lake Wright – as shown in the attached diagram (Attachment G).
 - a. The successful proposer will provide all grounds maintenance services related to the operation of an 18-hole daily fee golf course and driving range. Maintenance is to include but not be limited to successful growing of healthy grasses for all tees, greens, fairways and rough areas as well as the driving range landing area. Maintenance is defined as the provision of all qualified manpower, equipment, agronomy program, supplies and materials to ensure healthy growth and maintenance of the golf course and driving range. Grounds include the golf course and driving range property as well as property the City of Norfolk owns as shown on the attached map.
 - b. The successful proposer will handle the collection of all monies in a manner that is approved by the City of Norfolk. Fees for play on the golf course, hitting balls at the driving range, use of electric carts and all taxes collected related to those enterprises will be reported and deposited daily with the City of Norfolk in a manner that it requires. The successful proposer will operate the snack bar and pro shop, providing all supplies, materials, personnel and operating costs related to those operations and do so at its sole cost and expense, but will retain those incomes. Any taxes related

to those operations as may be required by the Commonwealth of Virginia or the City of Norfolk will apply. The successful proposer will obtain all necessary business licenses and pay all taxes that maybe related to such operations.

- c. The successful proposer will provide for starters, marshals and management oversight to ensure the successful operation of the golf facility. The facility manager will report to the Director of Facility and Enterprise Management of the City of Norfolk or other designee. The City will determine all golf course fees and charges that result in funds coming to the City of Norfolk. Further the City of Norfolk will have final say as to the detail of services that the successful proposer is to provide and may at its sole discretion require augmentation of the services when in the City's sole judgment the augmentation is reasonable and appropriate and in the best interest of operations and service delivery at the course.
- d. The successful proposer will provide a detailed agronomy program for the course and will work with the City's designee whenever that program needs enhancement to improve turf production, health and appearance and/or to respond to conditions that may arise such as, but not limited to, turf diseases and infestations.

B. Lambert's Point – as shown on the attached diagram (Attachment H).

- a. During the construction of the course the successful proposer will provide a qualified and experienced person in the management of golf course and driving range construction to work with the City and ensure that a high quality and caliber of construction is obtained. The person(s) will assist with all aspects of construction management and with review of final bid specifications, review of bids for construction, and execution and management of construction on behalf of the City of Norfolk and under the direction of the Director of Facility & Enterprise Management.
- b. It is anticipated that the driving range will be completed prior to the course being completed. The successful proposer will establish operation of the driving range in a manner acceptable to the City of Norfolk to include maintenance of grounds and facilities, collection of revenues and daily deposits in a manner determined by the City of Norfolk, collection of golf balls inclusive of their cleaning and distribution for use by patrons.
- c. It is anticipated that the golf course will have a period which it is growing in and play has not begun. The successful proposer will include the ongoing maintenance of the turfs to ensure successful

grow-in and healthy turf growth. All manpower, supplies, equipment and expertise are to be provided by the proposer.

- d. Once the course and driving range are ready for operation the successful proposer will provide for all services equal to those described herein for the Lake Wright golf course.

SECTION IV - CRITERIA FOR PROPOSAL EVALUATION

The City will review each proposal and verify the claims and credentials of the offerors that have submitted responses. Criteria that will be evaluated in the selection process will be:

- A. The appropriateness and content of the proposed method of operation.
- B. The qualifications and skills of the organization and staff to provide the services.
- C. Background information about the organization, e.g., philosophy, ownership, size, facilities, etc.;
- D. Proposer's management structure, e.g., organizational chart of the firm, project team, etc.;
- E. Proposer's qualifications to perform the service, including all resources available to perform the contract;
- F. Qualifications and resumes of the employees that will manage and perform the services. For each employee, identify whether his/her employment status is permanent, part-time, or contractual;
- G. Description of Proposer's financial stability and other resources that will ensure the delivery of services acceptable to the City;
- H. Examples of similar experience at facilities which it has successfully provided these services;
- I. Equipment and agronomy program that it anticipates will be employed and provided at the facilities;
- J. Cost for each of the services described herein.

ATTACHMENT A

EQUIPMENT FOR SNACK BAR, DRIVING RANGE AND PRO SHOP

It is the intention of the City of Norfolk to provide the following equipment for the subject operations. Any additional equipment will be provided by the successful proposer.

Driving range

- Golf ball washer and dispenser.
- Golf balls
- Mats and dividers
- Targets for range
- Ball picker and cart.

Snack bar

- Cooker and hood
- Freezer and refrigerator
- Sinks as required by City Code
- Tables and chairs

Pro Shop

- Counter

Successful proposer will provide cash registers, supplies, fountain drink dispenser, food stuffs, merchandise for resale, rental clubs.

The City of Norfolk will consider recommendations of the successful proposer as to other equipment purchases by the City and will at its sole discretion add to the above list.

ATTACHMENT B

This Agreement entered into this ____ day of ____, 2004, by and between the City of Norfolk, a municipal corporation of the State of Virginia, hereinafter called "City" and _____, with its address at _____, hereinafter called "Contractor."

WHEREAS, the City desires to provide quality golfing services at the Lake Wright Golf Course and Driving Range (LWGC) and at the Lambert's Point Golf Course and Driving Range (LPGC);

NOW, THEREFORE, for and in consideration of the mutual promises of the parties, they hereby agree as follows:

1. SCOPE OF SERVICES. The City grants to the Contractor and the Contractor accepts the exclusive right and privilege to operate and provide professional golf services, driving range, food concessions services and grounds maintenance ("profession golf services") at and for the City's Lake Wright Golf Course and Lambert's Point Golf Course as detailed in the City Request for Proposals No. _____, dated _____, 2003 (Exhibit A) and the Contractor's Proposal, dated _____, 2003 (Exhibit B), copies of which are attached hereto and incorporated by reference. The parties agree that the provision of services by the Contractor, the obligations of the parties, the allocation of revenues and the provisions for payment and methods thereof shall be as detailed in the terms and conditions set forth in this Agreement and its attachments. To the extent of a conflict between the exhibits and this Agreement, this Agreement shall govern.

The parties agree that all services provided pursuant to this Agreement will be completed under the supervision of and to the satisfaction of the Director of the City's Department of Facilities and Enterprise Management (the "Director"). The parties further agree that if they desire modification of the services provided pursuant to this Agreement, the Agreement may be amended in writing signed by the City Manager or her designee and the authorized agent for the Contractor.

2. TERM. This Agreement shall be in effect from _____, 2003 through June 30, 2005 ("initial term") and then for four (4) additional one (1) year periods, through June 30, 2009, unless sooner terminated pursuant to paragraph 13 of this Agreement. The City has the exclusive option to extend the Agreement for up to five (5) additional consecutive one (1) year terms pursuant to the terms and conditions set for herein by notifying the Contractor in writing.

3. PAYMENTS BY CITY. City agrees to pay Contractor _____ Dollars (\$_____) for providing the services, as described herein for the period from _____, 200 , through June 30, 2005. Payments for extension terms, if any, will be as set forth in Exhibit C attached hereto. Payments will be made to the Contractor in equal monthly amounts due within ten (10) days after the close of a month. These payments

shall be in addition to the Contractor's revenues as recognized under Exhibits (??) incorporated hereto.

In recognition that the LPGC will be constructed during the initial term and services to it are unique and delivered as appropriate to implementation, the parties agree that the payments will be as set for below for each of the parts of the services contemplated and once LPGC is open for play then it and LWGC will thereafter follow set monthly fees for total operations as set forth herein:

LPGC

Construction management services for the LPGC will be paid in equal monthly payments for each full month of services provided from the point of notice to proceed issued by the City until such time as the golf course construction is essentially complete as determined by the City Manager. The amount to be paid is _____ Dollars per month (\$_____);

Contractor's services during maturation grow-in of the LPGC will be paid in equal monthly payments for each full month of services provided from the point of notice to proceed issued by the City until such time as the City Manager determines the golf course will open for play. The amount to be paid is _____ dollars per month (\$_____);

Driving range operation at LPGC will be paid in equal monthly payments for each full month of services provided from the point of notice to proceed issued by the City until such time as the City Manager determines the golf course will open for play. The amount to be paid is _____ dollars per month (\$_____);

When the City deems the LPGC is sufficiently ready to open and if any portion of the initial term of this Agreement remains then the following monthly fee will apply to the balance of the initial term in equal monthly allocations. The amount to be paid is _____ per month (\$_____);

LWGC

The annual fee for LWGC to be paid in equal monthly payments under the terms and conditions of this Agreement is _____ Dollars per month (\$_____).

The monthly fee for the provision of electric carts by the Contractor to the City at each of the courses will be _____ (\$_____) per cart per month. At LWGC the Contractor will provide 1570 electric carts and at LPGC the Contractor will provide 20 electric carts, unless the number of carts is amended in writing by the parties. The Contractor will be responsible for all maintenance, repair, and servicing of the electric carts and will ensure that all carts are ready for utilization daily at the courses.

4. FINANCIAL RECORDS. For the duration of the contract, the Contractor shall keep full and complete records of all financial transactions related to the operation of the facilities and submit reports in the form and frequency determined by the City.

The City shall at all times have the right to examine books, papers, and records of the Contractor relative to the operations of the facilities. The Contractor shall keep all books and records pertaining to the operations of the facilities at the facilities or in an office within the City of Norfolk.

5. GOLF ASSOCIATIONS AND ORGANIZATIONS. Contractor acknowledges that City has sole authority to establish greens fees, cart charges and driving range charges and that the City may open or restrict play as it desires. The City and Contractor agree that no golf association nor golf organization of any nature whatsoever can exist or will be recognized as existing in regard to the courses which association or organization in any way restricts or attempts to restrict any privileges for use and enjoyment of the courses by any members of the general public.

6. OBSERVATION. City's duly authorized agents shall have the right to observe Contractor's operation at the golf courses at any reasonable times and as often as City deems necessary as long as the observations are accomplished without interference with golf course operations.

7. EQUIPMENT. All equipment, utensils, material, supplies, personal property ("equipment") necessary to provide services pursuant to this Agreement shall be obtained and supplied by Contractor, except as specified in Exhibits attached hereto and except as otherwise agreed in writing by the parties. Any portable equipment shall remain the property of Contractor at the expiration or termination of this Agreement and shall be removed by Contractor at such time. The installation of any non-portable equipment at the premises shall first be approved in writing by the Director and Contractor. Such writing(s) shall address the disposition of the non-portable equipment upon the expiration or termination of this Agreement or any extensions thereof. The City agrees to maintain such installed equipment in good working order by following standard maintenance procedures.

8. INSURANCE. During the term of the Agreement and any extension(s) thereof, the Contractor, at its own cost and expense, shall take out and keep in full force and effect commercial general liability insurance with a company authorized to do business in the State of Virginia, and acceptable to the City insuring the Contractor and the City and the officers, employees, agents and representatives of both the Contractor and the City, in the amount of at least Two million dollars (\$2,000,000) per occurrence and in the aggregate against any and all liability arising pursuant to this Agreement.

In addition, during the term of the Agreement and any extension(s) thereof, the Contractor, at its own cost and expense, shall take out and keep in full force and effect fire and extended coverage insurance to the satisfaction of the City with a company authorized to do business in Virginia and acceptable to the City insuring the full replacement costs of the property and all buildings, structures and appurtenances and contents located on the properties in the event of damage or destruction.

Certificates and policy endorsements evidencing the coverage required by the Agreement shall be provided by Contractor to the City upon execution of this Agreement and upon the commencement of any extension terms of this Agreement. In addition, the certificate and policy endorsements shall carry the following provision:

The policies evidenced in this certificate/policy endorsement are not to be cancelled nor subject to reduction of coverage prior to thirty (30) days after the City has received written notice by mail to Director of Facility and Enterprise Management, City Hall Room 306, 810 Union Street, Norfolk, Virginia 23510, as evidenced by return receipt of registered letter.

Contractor, by entering into this Agreement and any extension(s) thereof agrees to defend, indemnify, save and hold harmless the City, its officers, employees, agents and representatives from and against any and all claims, suits, damages and liability relating to Contractor's operations of or service in regard to the properties under this Agreement and against any and all claims, suits, damages and liability of any nature for bodily injury to or death of any person or property damage occasioned by the intentional acts or negligent acts of the Contractor in connection with the operation of the golf course or occasioned by the condition of the golf course. The City reserves the right to have reasonable approval over any defense, including attorneys, selected by Contractor. In the event the City does not approve such defense, the City will be entitled to provide its own defense, the cost of which, including attorney's fees, paralegal and other related expenses, would be included under the indemnification of the Agreement if and only if no defense is provided by an insurance carrier and any recovery against the City exceeds any insurance coverage. The parties agree that the obligations of the Contractor pursuant to these provisions shall survive the expiration or termination of this Agreement for acts occurring during the term(s) hereof.

9. AIRPORT/AIRSPACE ACCESS. The City reserves to itself, the Norfolk Port Authority and users of the Norfolk International Airport, the air rights and right of flight over said property at LWGC. The Contractor shall not permit any building or other structure nor any tree or other vegetation to exist or remain on the property that will impair or reduce air access to the Norfolk International airport.

10. PERMITS, LICENSES AND TAXES. Contractor shall obtain and keep in full force and effect, at its expense, all necessary permits and licenses and shall remit all taxes which it is obligated to pay to the proper authority and shall comply with all applicable laws, ordinance and regulations in regard to the services and operations which are the subject of this Agreement. The City shall direct Contractor as to how taxes collected on revenues flowing to the City shall be handled. City agrees that it is solely responsible for all real estate taxes on the properties and all personal property taxes on items or equipment provided by the City and equipment attached to any building on any and all other taxes or fees imposed by any governmental entity on revenues or profits flowing to the City.

11. PROPERTY; RESPONSIBILITY. The Contractor accepts the property "as is" and except as otherwise provided herein assumes all risks incidental to its use and condition. The City agrees that repairs and maintenance of all buildings and equipment attached hereto is its

responsibility except as may arise from damage caused by the Contractor, his employees or agents. The parties agree to negotiate in good faith regarding the share of expense, if any, each shall bear should major course irrigation repairs or other capital improvements become necessary.

The City represents that to the best of its knowledge there is not currently and in the past there has not been any: (i) use, treatment, storage or disposal of any hazardous substance or material (as defined in 42 U.S.C. 9601(14) (1982) and 40 C.F.R. 302.4(1986) or pollutant on the subject property; (ii) any spill, leakage, discharge or release of any hazardous substance or material or pollutant thereon or therefrom.

The City acknowledges that nothing contained in this Agreement is intended to impose liability on Contractor with respect to events occurring or conditions existing prior to Contractor's operation on the property in connection with any environmental law or any use, treatment, storage or disposal of any hazardous substances or pollutant or any spill, leakage, discharge or release of any hazardous substance or pollutant.

Contractor represents that it will not cause or permit the storage of hazardous substances on the premises during the term of this Agreement or any extensions thereof.

The City warrants that it is not aware of any latent defects to the property, including without limitation, the existence of any hazardous wastes or toxins or unsafe or unsanitary conditions of which the City has not advised Contractor.

12. UTILITIES. The City will provide, free of charge, all electricity, water, natural gas, and security for the operations and maintenance hereunder including any storm water fees assessed. The City will provide, free of charge excepting long distance phone calls, a single line telephone to the pro shop with the Contractor being obliged to provide for any other telephone services for its operation.

13. ASSIGNMENTS. Contractor shall not assign this Agreement or any part thereof without first obtaining the written permission of the City. Any violation of any provision of this Agreement by any assignee of Contractor shall be deemed a violation of such provision by Contractor, it being the agreement of the parties hereto that Contractor shall assume and be liable to the City for any and all assignees.

14. TERMINATION. Upon the material breach by or failure of Contractor to comply with any of the terms or conditions of this Agreement, City shall have the right to terminate this Agreement upon giving to Contractor ten (10) days' notice in writing of its intention to do so provided that no termination shall be effective under this paragraph unless the City shall have first provided to Contractor a detailed statement of his breaches and/or failures and provided to Contractor a thirty (30) day period to correct such breaches or failures to the satisfaction of the Director before the ten (10) day notice is provided.

15. LOCK-OUT PROVISION. The parties hereto expressly understand and agree that in the event that this Agreement shall be terminated pursuant to paragraph 13, the City shall

have the right to lock Contractor out of the premises and to claim and attach any or all of the Contractor's equipment, utensils, personal property or other items of any nature whatsoever to satisfy any monies due to be remitted by Contractor to City or owed by the Contractor to others who claim by or through the City.

16. INDEPENDENT CONTRACTOR. The parties agree that the Contractor, his employees, agents and representatives are independent Contractors and shall not be considered to be employees, agents or representatives of the City for any purpose whatsoever.

17. NOTICE. Notice by Contractor shall be given to City at the office of the Director of Facilities and Enterprise Management, City Hall Building, room 306, 810 Union Street, Norfolk, Virginia 23510. Notice by City shall be given to Contractor at _____.

18. CONFLICT OF INTERESTS ACT. Contractor, on behalf of the officers and employees of Contractor's organization, as well as any persons who could be affected by Chapter 22, title 2.1 of the Code of Virginia, Section 2.1-347, et seq., known as the Virginia Conflict of Interest Act, hereby certified by executing this Agreement that it has diligently inquired of those persons set forth above whether any such person is within the purview of the Virginia Conflict of Interests Act and further certifies that as a result of said inquiry all requirements of Virginia conflict of Interest Act have been complied with by Contractor and such persons. The City warrants that it is not aware of any such conflict of interest on behalf of itself, Contractor or Contractor's organization.

19. ETHICS IN PUBLIC CONTRACTING. Contractor hereby certifies that he has familiarized himself with Title 11, Chapter 7, Article 4 (11-72 through 11-80) of the Code of Virginia, 1950, as amended, including the additional statutes set forth in 11-72 thereof, and further, that all amounts received by Contractor, pursuant to this Agreement, are property and in accordance therewith.

20. AMENDMENT. The parties agree that any amendment(s) to this Agreement shall be in writing.

WITNESS the following signatures:

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

City Clerk

Contractor

Contents Approved:

Facility & Enterprise Management

Form & Correctness Approved:

Mary L. G. Nexsen, Deputy City Attorney

CERTIFICATION OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account No. _____

Amount \$ _____

Contract # _____

Vendor Code: _____

Business License #: _____

Director of Finance

Date

ATTACHMENT C

FORM FOR PRICING

To assist with understanding and ease of completion of requirements of the RFP as relates to the provision of costs for services please consider the following format form.

Lambert's Point golf course and driving range

- Monthly fee for providing management services related to construction oversight on behalf of the City for the golf course and driving range. \$_____ per month for each full month of construction oversight services.
- Monthly fee for providing quality turf maintenance for the maturation of grasses from the time they are turned over to the City by the construction contractor until the course opens for play. \$_____ per month for each full month of maturation of turf services.
- Monthly fee for providing services related to the operation of the driving range. If the driving range opens prior to the golf course opening the monthly fee for the provision of services at the driving range. \$_____ per month for each full month that the driving range is open but prior to the opening of the entire complex.
- Monthly fee for the balance of any contract year for the operations and electric carts of the entire complex. \$_____ per month for each full month of the contract term until the renewal for the next full annual term.
- Annual fee for operations and electric carts for the entire complex and the annual fee for each succeeding year of the initial five one-year terms of the initial agreement.

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

second one-year term
third one-year term
fourth one-year term
fifth one-year term
sixth one-year term
seventh one-year term
eighth one-year term
ninth one-year term
tenth one-year term

Lake Wright golf course and driving range

- Annual fee for providing all operations and electric cart services for the Lake Wright golf course and driving range. As with Lambert's Point a set fee is desired for each of the first five one-year terms.

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Year 1
Year 2
Year 3
Year 4
Year 5
Year 6
Year 7
Year 8
Year 9
Year 10

ANTI-COLLUSION STATEMENT

TO ALL OFFERORS:

EXECUTE AND SUBMIT WITH YOUR PROPOSAL

In the preparation and submission of this proposal, said Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.18, and the Conspiracy to Rig Bids to Government, Virginia Code Sections 59.1—68.6 through 59.1—68.8.

The undersigned Offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by the City has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Respectfully submitted,

BY: _____

COMPANY

BUSINESS ADDRESS

DATE

ATTACHMENT E

ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. Purpose (Virginia Code §11-72).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-639.1 to Sec. 2.1-639.24], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §11-74) (ord. No. 34,573 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls and interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §11-75).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §11-76).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless

the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

Sec. 33.1-90. Gifts by bidders, offerors, contractors or subcontractors (Virginia Code §11-77).

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction, any payment, loan, subscription, advance, and deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §11-78).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §11-79).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §11-80).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Sec. 33.1-94-100. Reserved.

ATTACHMENT F

NONDISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §11-51).

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ATTACHMENT G

Lake Wright Golf Course and Driving Range

Enclosed is an aerial of the golf course and facilities.

Location: Access is at the intersection of Northampton Boulevard and Wesleyan Drive. Just over 100 acres of grounds located on the boundary between Norfolk and Virginia Beach. The Driving Range, maintenance facility, entry road, and seven (7) golf holes are located within Virginia Beach. The remainder including parking lot and clubhouse reside within Norfolk.

The course is a full eighteen (18) holes and the driving range is lighted. The driving range has a small hut, ball washer and dispenser, range ball picker, concrete stations with mats as well as a grass hitting area. The golf course is a 1950's design and construction with push-up greens containing a variety of grasses to include Bent grass, Bermuda grass, and both Perennial and Annual Poa Anna. Fairways are Common Bermuda grass as are the tee boxes. There is a one year old cart path made of asphalt throughout the course.

Irrigation is from a permitted well as well as from the adjacent Lake with permit of the Department of Utilities. The irrigation system is a series of couplers serving each green and with one line running the middle of each fairway with couplers located along the line. Irrigation is accomplished by hand installation of couplers and hand watering of greens.

The driving range annually collects \$75,000 in fees with a high of \$96,000 in recent years. The golf course has approximately 45,000 rounds of golf with a significant flow in afternoons due to convenience. The course uses a fleet of 75 electric carts.

Operator will collect taxes in Norfolk and Virginia Beach and will provide each to the City of Norfolk for remittance as relates to golf green fees, driving range fees and electric carts. Operator will be responsible for his tax remittance for the pro shop and snack bar sales. Operator will also be responsible for all permits required under laws of the Commonwealth and localities.



ATTACHMENT H

LAMBERT'S POINT GOLF COURSE AND DRIVING RANGE

Enclosed is an aerial photo of the undeveloped site.

Location: Just off Powhatan Road behind Old Dominion University. It will be the only publicly opened golf facility on the west side of Norfolk.

The facility is nearing completion of design and will be ready to be advertised for bids in two packages during the month of January, 2004. The entire site is approximately 49 acres. The development will include a nine (9) hole executive course of approximately 2,800 yards in length. It will also contain a driving range with two tiers of hitting tees. The lower tier will have covers with garage type doors that will allow for cover in winter and opening them up during the better weather periods. Heaters are also available in the lower tier. The Driving Range will be lighted and total number of hitting mats will be approximately 35 (final number not as yet finalized).

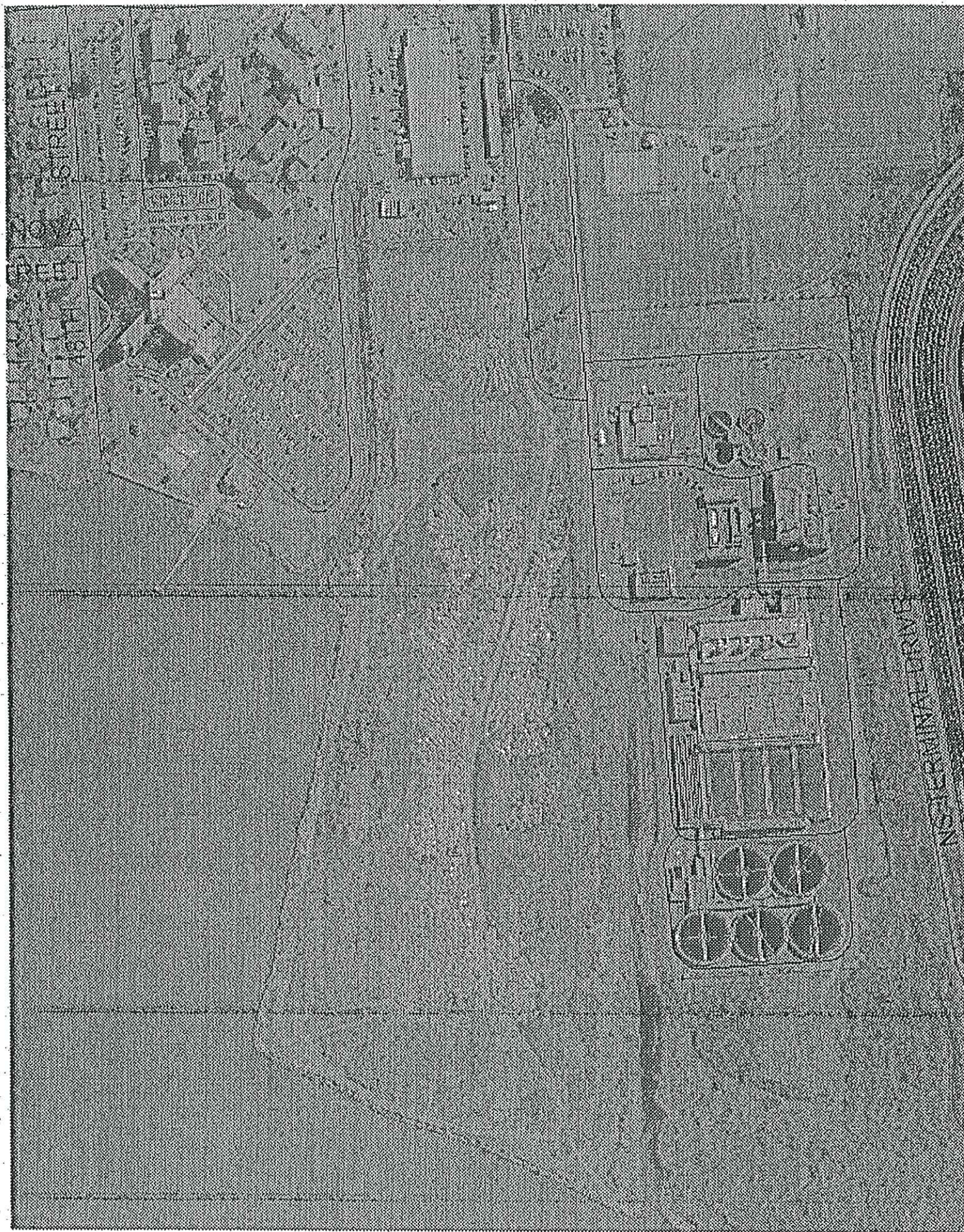
The course will have greens built to USGA specifications. Grass types and approximate coverage areas are as follows:

Putting Surfaces	Dominant Plus bent grass	72,113 SF
Tee Surfaces	Tifsport 419 Bermuda Grass sod	57,358 SF
Feature Surround Sod	T-10 Bermuda Grass sod	664,504 SF
Fairways	Tifsport 419 Bermuda sod	391,387 SF
Walkways	Tifsport 419 Bermuda sod	14,194 SF
Practice Field	Tifsport 419 Bermuda sprigs	180,000 SF
Roughs	Mirage Bermuda grass	512,015 SF
Outer Rough	Fescue blend seed	244,893 SF

Modern irrigation system will be available throughout as will an electric cart path. Bids will include pricing for an addition to include lighting of the golf course itself. It is not as yet determined if the entire course will ultimately be lighted. It is anticipated that at least 20 electric carts will be required to serve the course.

Adjacent to the course and range will be a parking area, pitching and putting greens and bunkers, and a clubhouse. The clubhouse will incorporate within its approximately 5,800 SF of space a pro shop, snack bar, maintenance area and cart storage, restroom facilities, manager's office, and space that will be segregated but attached that will serve Old Dominion University golf coaches and teams for office and locker rooms. Old Dominion University will control those spaces and provide the maintenance and operations.

This will be a public course with a significant make up of residents from west side neighborhoods as well as Old Dominion University faculty and students. It is the expressed intent of the City Council that this remains a public course with special attention given to development of programs that support youth golf. While the City will have a special relationship with Old Dominion University its programs will not dominate the available time at the facilities to the exclusion of the general public.



48TH STREET
NOVA

INDUSTRIAL DRIVE

